



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

**BOARD OF SELECTMEN
MEETING AGENDA**
September 12, 2017
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

1. SCHEDULE

- a) [7:00PM: Layout Hearing for Roadway Acceptance of Taft Mill Road and Brookmeadow Lane – October Town Meeting Warrant](#)
- b) [7:15PM: Hearing Continuation from 9/5/2017 - Wine & Malt Beverage License Hearing – Transfer from Pecorino Inc. to Silenus' Cellar, Inc.](#)
- c) 159 Millbury Street - Well water

2. RESIGNATIONS

3. APPOINTMENTS

- a) [Patrick Huegel – Conservation Commission](#)
- b) [Lydia Bogar – Election Worker](#)

Town Administrator

4. NEW BUSINESS

- a) Vote to sign – 21 Follette Street Land Lease - US Wireless Inc.
- b) Vote to sign – Purchase and Sale Agreement for 105 Rear Westboro Road – ARuss Investments Inc.
- c) [Vote to sign – Crack Seal Contract – Superior Sealcoat, Inc.](#)
- d) [Vote to allow the Chair to sign – Medical Reserve Corps. Subrecipient Contract with the City of Worcester](#)
- e) [Vote to approve – Closure of road between Congregational Church and Town Common for the Harvest Fair – 11am-5pm on 9/30/2017](#)

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE

7. DISCUSSION

- a) [Proposed Streetlight Location – Village at Institute Road](#)
- b) Proposed Streetlight Location – Gristmill Village
- c) Capital Improvement Planning Committee
- d) [Draft October Town Meeting Warrant](#)

8. MEETING MINUTES –

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)

Litigation Update

Litigation Strategy

Union Negotiations

Land Negotiation

Non Union Negotiations

Strategy for Negotiations

Minutes

ADJOURN




PLANNING DEPARTMENT

TOWN OF GRAFTON
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(508) 839-5335 ext. 1120 • FAX (508) 839-4602
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MEMORANDUM



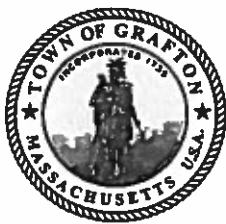
TO: Bruce Spinney, Board of Selectmen Chair
FROM: Joseph Laydon, Town Planner 
DATE: July 6, 2017
CC: Timothy McInerney, Town Administrator
SUBJECT: Final Inspection for Phase 1 Brook Meadow Village

Pursuant to the Town of Grafton Subdivision Rules and Regulations Section 3.3.12.b, the Grafton Planning Board is providing notice of the scheduling of a meeting for July 24th to review the request for completion and final inspection of Phase 1 of Brookmeadow Village. It is anticipated that the acceptance of a portion of Brookmeadow Lane and Taft Mill Road will be on the Fall Annual Town Meeting Warrant.

A copy of the meeting notice for the final inspection is attached to this memo.

Please contact me if you have any questions.

Thank you.



PLANNING BOARD

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PUBLIC NOTICE GRAFTON PLANNING BOARD

Pursuant to Section 3.3.12.3(b) of the Town of Grafton Subdivision Rules and Regulations, the Planning Board will hold a Public Meeting on **Monday, July 24, 2017** commencing at the **7:00 PM**, in **Conference Room A** at the Grafton Memorial Municipal Center, 30 Providence Road, to consider the final inspection and consideration of the partial release of surety for Brookmeadow Lane (Station 0+00 thru Station 22+00) and Taft Mill Road (Station 0+00 thru Station 29+23.88) as laid out by Brookmeadow Village definitive subdivision. Any person seeking information or wishing to issue comments on this consideration should contact the Grafton Planning Department at 508-839-5335, extension 1120.

Copies of the Plan are available for public inspection at the Planning Department M-F, 8:30-4:30.

GRAFTON PLANNING BOARD
Michael Scully, Chairman

Publish in the Grafton News
July 13, 2017

Bill to the Planning Board



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PLANNING BOARD

August 29, 2017

Kandy Lavelle
Interim Town Clerk
30 Providence Road
Grafton, MA 01519

RE: Planning Board Decision - Request for Determination of Completeness
"Brookmeadow Village" Subdivision, Brookmeadow Lane (Station 0+00 thru Station
22+00) and Taft Mill Road (Station 0+00 thru Station 29+23.88)
Brookmeadow Village, LLC, (petitioner)

Dear Ms. Lavallee:

At its meeting on August 14, 2017, the Grafton Planning Board, in response to the above referenced request and in accordance with Section 3.3.11.3 of the *Rules and Regulations Governing the Subdivision of Land, Grafton, Massachusetts* in effect for this subdivision (hereinafter *Rules and Regulations*), voted to issue a **Determination of Completeness** for the "Brookmeadow Village" subdivision. Said subdivision includes the portion of streets named "Brookmeadow Lane" (Station 0+00 thru Station 22+00) and "Taft Mill Road" (Station 0+00 thru Station 29+23.88).

The Planning Board determined that the above referenced petition, including the plans and materials submitted therewith, meets the requirements of Section 3.3.11.2 of said *Rules and Regulations*. The plans and materials upon which the Board's decision is based are on file with the Planning Office.

This Determination of Completeness by the Planning Board shall not be construed as acceptance by the Town of said ways and infrastructure. Acceptance of the ways by the Town shall be in accordance with the requirements of Massachusetts General Laws and the Town of Grafton, and the petitioner/developer shall be responsible for filing all materials necessary to initiate such consideration by the Town.

Sincerely

Joseph Laydon
Town Planner

cc: Applicant
Board of Selectmen
Finance Committee
Graves Engineering



Guerriere & Halnon, Inc.

ENGINEERING & LAND SURVEYING

www.guerriereandhalnon.com

Est. 1972

W-2118

Whitinsville Office
1029 Providence Road
Whitinsville, MA 01588-2121
Phone: (508) 234-6834
Fax: (508) 234-6723

Milford Office
333 West Street
P.O. Box 235
Milford, MA 01757-0235
Phone: (508) 473-6630
Fax: (508) 473-8243

Franklin Office
55 West Central Street
Franklin, MA 02038-3807
Phone (508) 528-3221
Fax (508) 528-7921

July 26, 2017

Town of Grafton
Board of Selectmen
30 Providence Rd
Grafton, MA 01519

Re: Roadway Acceptance Taft Mill Road and Brookmeadow Lane.

Dear Board Members,

Brookmeadow Village LLC has submitted a request for the Certificate of Completeness to the Planning Board for the roadways in Phase 1 of its Brookmeadow Village Residential Subdivision. It is anticipated that this Certificate will be approved at their next meeting on August 14, 2017. I have been directed by Joseph Laydon to contact your Board to request that a "Layout Hearing" be scheduled for roadway acceptance at the Fall Town Meeting. Attached for your convenience is the Layout Plan for Brookmeadow Lane from Providence Road to its intersection with Taft Mill Road and the Layout of Taft Mill Road from Milford Road to its intersection with Brookmeadow Lane. The legal descriptions for these roadways are also attached.

Please notify me once the hearing has been scheduled.

Sincerely,

Normand T. Gamache P.L.S
Office Manager

Cc: Grafton Planning Board
Brookmeadow Village, LLC
Attachments:

W-2118

LEGAL DESCRIPTION
BROOKMEADOW LANE

A certain parcel of land located in the Town of Grafton, Worcester County, Massachusetts more particularly described as follows:

Beginning at a drill hole in a granite bound at the southwest corner thereof, said point being on the northerly sideline of Providence Road , said point also being the southeast corner of land now or formerly of Glenn S. McKinstry:

- Thence running in a northeasterly direction along a curve to the left having a radius of 34.62 feet and a central angle of $89^{\circ} 36' 27''$ an arc distance of 54.14 feet to a drill hole in a granite bound;
- Thence N $47^{\circ} 58' 53''$ E a distance of 209.23 feet to a drill hole in a granite bound at a point of curvature;
- Thence running northeasterly along a curve to the left having a radius of 474.42 feet and a central angle of $28^{\circ} 03' 00''$ an arc distance of 232.26 feet to a drill hole in a granite bound;
- Thence N $19^{\circ} 55' 53''$ E a distance of 387.79 feet by various sundry owners to a drill hole in a granite bound at point of curvature at land now or formerly of Kevin Kurtz
- k.
- Thence running in a northeasterly direction along a curve to the right having a radius of 525.00 feet and a central angle of $43^{\circ} 14' 54''$ an arc distance of 396.28 feet by various sundry owners to a drill hole in a granite at a point of tangency at land now or formerly of Vinod Kumar Manmathan;
- Thence N $63^{\circ} 10' 47''$ E by land of said Manmathan a distance of 37.58 to a drill hole in a granite bound at a point of curvature at land now or formerly of Patrick K. O'Mullan;
- Thence running in a northerly direction along a curve to the left having a radius of 325.00 feet and a central angle of $73^{\circ} 37' 54''$ an arc distance of 417.66 feet by various sundry owners to a drill hole in a granite bound at a point of tangency at land now or formerly of Fa Dong Wang;
- Thence N $10^{\circ} 27' 08''$ W a distance of 177.47 feet to a drill hole in a granite bound at a point of curvature at land now or formerly of Santosha L. Ammu;
- Thence running in a northerly direction along a curve to the right having a radius of 375.00 feet and a central angle of $46^{\circ} 15' 50''$ an arc distance of 302.80 feet by various sundry owners to a point at land now or formerly of Christopher Nardone
- Thence S $54^{\circ} 11' 17''$ E crossing Brookmeadow Lane a distance of 50.00 to a drill hole in a granite bound at a point of curvature;
- Thence running southwesterly by the westerly terminus of Taft Mill Road along a curve to the left having a radius of 325.00 feet and a central angle of $46^{\circ} 15' 50''$ an arc distance of 262.42 feet to a drill hole in a granite bound at a point of tangency at land now or formerly of Brookmeadow Village LLC;

Thence S 10° 27' 08" E by land of Brookmeadow Village LLC a distance of 177.47 feet by various owners to a railroad spike in a driveway at a point of curvature at land now or formerly of Brookmeadow Village LLC;

Thence running in a southwesterly direction by land of various sundry owners along a curve to the right having a radius of 375.00 feet and a central angle of 73° 37' 54" an arc distance of 481.92 feet to a drill hole in a granite bound at a point of tangency at land now or formerly of Scott M. Conway;

Thence S 63° 10' 47" W a distance of 37.58 in part by said Conway land to a drill hole in a granite bound at a point of curvature at land now or formerly of Robert Cellupica;

Thence running in a southwesterly direction along a curve to the left having a radius of 475.00 feet and a central angle of 43° 14' 54" an arc distance of 358.54 feet by various owners to a railroad spike in a driveway at a point of tangency at land now or formerly of Erik Moy.

Thence S 19° 55' 53" W by various sundry owners a distance of 387.79 feet to a drill hole in a granite bound at a point of curvature at land now or formerly of the Town of Grafton;

Thence running in a southwesterly direction by land of various sundry owners along a curve to the right having a radius of 524.42 feet and a central angle of 28° 03' 00" an arc distance of 256.74 feet to a point of tangency at land now or formerly of William Gregory and Elsie V. Burrill;

Thence S 47° 58' 53" W by land of said Burrill a distance of 213.07 to a drill hole in a stone bound at a point of curvature;

Thence running in a southwesterly direction along a curve to the left having a radius of 30.00 feet and a central angle of 90° 23' 33" an arc distance of 47.33 feet to a drill hole in a stone bound at a point of tangency on the northerly sideline of Providence Road. The last 2 courses by land of said Burrill;

Thence N42° 24' 41" W by said northerly sideline a distance of 114.59 to the point of beginning.

Said parcel contains an area of 110,479 square feet or 2.54 acres more or less and is more particularly shown on a plan entitled "Layout Plan of Brookmeadow Lane & Taft Mill Road in the Town of Grafton, Mass" dated March 25, 2016 by Guerriere & Halnon Inc. recorded in the Worcester District Registry of Deeds in Plan Book Plan

W-2118

LEGAL DESCRIPTION
TAFT MILL ROAD

A certain parcel of land located in the Town of Grafton, Worcester County, Massachusetts more particularly described as follows:

Beginning at a drill hole in a granite bound at the southwest corner thereof, said point being on the northerly sideline of Milford Road, said point also being at land now or formerly of the Town of Grafton:

- Thence running in a northeasterly direction along a curve to the left having a radius of 30.00 feet and a central angle of $90^{\circ} 00' 00''$ an arc distance of 47.12 feet to a drill hole in a granite bound at a point of tangency;
- Thence N $07^{\circ} 48' 52''$ W a distance of 143.52 feet to a drill hole in a granite bound at a point of curvature;
- Thence running northwesterly along a curve to the left having a radius of 175.00 feet and a central angle of $20^{\circ} 02' 55''$ an arc distance of 61.23 feet to a drill hole in a granite bound at a point of tangency;
- Thence N $27^{\circ} 51' 47''$ W a distance of 497.04 feet to a drill hole in a granite bound at point of curvature.
- Thence last 4 courses being by land of said Town of Grafton;
- Thence running in a northerly direction along a curve to the right having a radius of 375.00 feet and a central angle of $75^{\circ} 35' 59''$ an arc distance of 494.80 feet by various sundry owners to a drill hole in a granite bound at a point of tangency at land now or formerly of Christopher S. & Kimberly Bryce;
- Thence N $47^{\circ} 44' 12''$ E by land of various sundry owners a distance of 379.12 feet to a drill hole in a granite bound at a point of curvature at land now or formerly of John S. De Raismes;
- Thence running in a northeasterly direction along a curve to the right having a radius of 525.00 feet and a central angle of $18^{\circ} 06' 52''$ an arc distance of 165.98 feet by land of said De Raismes to an iron rod set in concrete at a point of reverse curvature at land now or formerly of Robert M. Johnson;
- Thence running in a northwesterly direction along a curve to the left having a radius of 175.00 feet and a central angle of $88^{\circ} 37' 04''$ an arc distance of 270.67 feet by land of said Johnson to a drill hole in a granite bound at a point of tangency at land now or formerly of John D. Kane;
- Thence N $22^{\circ} 45' 59''$ W a distance of 93.70 feet to a drill hole in a granite bound at a point of curvature at land now or formerly of the Town of Grafton;
- Thence running in a westerly direction along a curve to the left having a radius of 475.00 feet and a central angle of $49^{\circ} 47' 26''$ an arc distance of 412.78 feet by land of various sundry owners to a railroad spike in a driveway at a point of tangency at land now or formerly of Brookmeadow Village LLC;

Thence	N 72° 33' 26" W by land of various sundry owners a distance of 309.27 feet to a drill hole in a granite bound at a point of curvature;
Thence	running southwesterly by the a curve to the left having a radius of 30.00 feet and a central angle of 93° 18' 37" an arc distance of 48.86 feet to a drill hole in a granite bound at a point of tangency on the easterly sideline of Brookmeadow Lane at land now or formerly of Kevin R. O'Donnell;
Thence	running in a northeasterly direction by the easterly sideline of Brookmeadow Lane along a curve to the right having a radius of 325.00 feet and a central angle of 21° 40' 46" an arc distance of 122.97 feet to a drill hole in a granite bound at land now or formerly of Sai Lee;
Thence	running in a southeasterly direction along a curve to the left having a radius of 30.00 feet and a central angle of 108° 22' 07" an arc distance of 56.74 feet to a drill hole in a granite bound at a point of tangency at land now or formerly of said Lee.
Thence	S 72° 33' 26" E by land of said Lee, and Mark F. Domino a distance of 294.73 feet to a drill hole in a granite bound at a point of curvature at land now or formerly of Robert R. Grondin;
Thence	running in a southeasterly direction by land of various sundry owners along a curve to the right having a radius of 525.00 feet and a central angle of 49° 47' 26" an arc distance of 456.23 feet to a drill hole in a concrete retaining wall at a point of tangency at land now or formerly of The Town of Grafton;
Thence	S 22° 45' 59" E a distance of 93.70 feet to a drill hole in a granite bound at a point of curvature at land now or formerly of Erica K. Burrill;
Thence	running in a southerly direction along a curve to the right having a radius of 225.00 feet and a central angle of 88° 37' 04" an arc distance of 348.00 feet by land of various sundry owners to a drill hole in a granite bound at a point of reverse curvature at land now or formerly of Charles R. Jr Montgomery;
Thence	running in a southwesterly direction along a curve to the left having a radius of 475.00 feet and a central angle of 18° 06' 52" an arc distance of 150.17 feet by land of said Montgomery and land now or formerly of Scott Cellupica to a drill hole in a granite bound at a point of tangency at land now or formerly of the Town of Grafton;
Thence	S 47° 44' 12" W by land of various sundry owners a distance of 379.12 to a drill hole in a granite bound at a point of curvature at land now or formerly of Robert Babigian;
Thence	running in a southerly direction along a curve to the left having a radius of 325.00 feet and a central angle of 75° 35' 59" an arc distance of 428.83 feet by land of various sundry owners to a drill hole in a granite bound at a point of tangency at land now or formerly of the Joseph Konan;
Thence	S 27° 51' 47" W by land of said Konan and land now or formerly of the Town of Grafton a distance of 497.04 feet to a drill hole in a concrete wall at a point of curvature;
Thence	running in a southerly direction along a curve to the right having a radius of 225.00 feet and a central angle of 20° 02' 55" an arc distance of 78.73 feet to a drill hole in a granite bound at a point of tangency;
Thence	S 07° 48' 52" E a distance of 143.52 feet to a drill hole in a granite bound at a point of curvature;

Thence running in a southeasterly direction along a curve to the left having a radius of 30.00 feet and a central angle of 90° 00'00" an arc distance of 47.12 feet to a drill hole in a granite bound at a point of tangency on the northerly sideline of Milford Road;

Thence S 82 11' 08" W along the sideline of Milford Road a distance of 110.00 to the point of beginning.

Said parcel contains an area of 146,666 square feet or 3.37 acres more or less and is more particularly shown on a plan entitled "Layout Plan of Brookmeadow Lane & Taft Mill Road in the Town of Grafton, Mass" dated March 25, 2016 by Guerriere & Halnon Inc. recorded in the Worcester District Registry of Deeds in Plan Book Plan

W-2118

LEGAL DESCRIPTION
DRAINAGE EASEMENT 1

A certain parcel of land located in the Town of Grafton, Worcester County, Massachusetts more particularly described as follows:

Beginning at a drill hole in a granite bound at the southeast corner thereof, said point being on the westerly sideline of Brookmeadow Lane, said point also being at the northeast corner of a water booster station easement:

Thence N 60° 20' 25" W a distance of 47.97 feet to a drill hole in a granite bound;

Thence N 27° 14' 35" E a distance of 241.41 feet to a drill hole in a granite bound at land now or formerly of Robert E. & Linda Jane Such and land now or formerly of the Town of Grafton;

Thence S 70° 04' 07" E by said Town of Grafton land a distance of 18.95 feet to a drill hole in a granite bound on the westerly sideline of Brookmeadow Lane;

Thence S 19° 55' 53" W by said westerly line of Brookmeadow Lane a distance of 199.96 feet to a drill hole in a granite bound at a point of curvature;

Thence running in a southwesterly direction along a curve to the right having a radius of 474.42 feet and a central angle of 05° 45' 27" an arc distance of 47.67 feet by said westerly line of Brookmeadow Lane to the point of beginning.

Said parcel contains an area of 8,388 square feet more or less and is more particularly shown on a plan entitled "Layout Plan of Brookmeadow Lane & Taft Mill Road in the Town of Grafton, Mass" dated March 25, 2016 by Guerriere & Halnon Inc. recorded in the Worcester District Registry of Deeds in Plan Book Plan

**LEGAL DESCRIPTION
BROOKMEADOW VILLAGE
DRAIN EASEMENT 2**

March 29, 2016

A certain parcel of land in the Town of Grafton, Worcester County, Commonwealth of Massachusetts located on the westerly side of Taft Mill Road, more particularly described as follows:

Beginning at a drill hole in a granite bound at the southeast corner thereof on the westerly sideline of Taft Mill Road;

THENCE S 77° 58' 02" W a distance of 19.15 feet to a drill hole in a granite bound;

THENCE N 41° 00' 01" W a distance of 253.35 feet to a point;

THENCE N 83° 15' 11" W a distance of 113.16 feet to a drill hole in a granite bound;

THENCE S 67° 23' 19" W a distance of 245.66 feet to a drill hole in a granite bound;

THENCE S 61° 31' 23" W a distance of 225.33 feet to a drill hole in a granite bound at land now or formerly of William Gregory and Elsie V Burrill;

THENCE N 44° 48' 23" W a distance of 172.47 feet by said land of Burrill to a drill hole in a granite bound on the easterly sideline of Brookmeadow Lane;

THENCE Northeasterly and curving to the left along the arc of a curve having a radius of 524.42 feet, a central angle of 20° 54' 51", and arc distance of 191.42 feet by said easterly sideline of said Brookmeadow Lane to a drill hole in a granite bound;

THENCE N 19° 55' 53" E a distance of 3.42 feet to a point at land now or formerly of Brookmeadow Village, LLC;

THENCE S 70° 04' 07" E a distance of 185.00 feet to a drill hole in a granite bound;

THENCE N 19° 57' 15" E a distance of 100.81 feet to a drill hole in a granite bound at otherland of Brookmeadow Village, LLC. The previous two (2) courses bounding along said land of Brookmeadow Village, LLC;

THENCE N 55° 16' 41" E a distance of 73.18 feet to a drill hole in a granite bound;

THENCE S 62° 29' 36" E a distance of 190.46 feet to a drill hole in a granite bound;

THENCE S 11° 56' 07" E a distance of 60.63 feet to a drill hole in a granite bound;

THENCE S 83° 15' 11" E a distance of 127.73 feet to a drill hole in a granite bound;

THENCE S 41° 00' 01" E a distance of 236.94 feet to a drill hole in a granite bound on the westerly sideline of Taft Mill Road;

THENCE S 27° 51' 47" E a distance of 36.29 feet by said westerly sideline of said Taft Mill Road to the point of beginning.

Said Drain Easement 2 contains an area of 2.45 acres, more or less and is more particularly shown on a plan entitled: "Layout Plan of Brookmeadow Lane and Taft Mill Road in Grafton, Mass, dated March 25, 2016, Guerriere & Halnon, Inc, Engineering & Land Surveying" and recorded in the Worcester District Registry of Deeds in Plan Book _____ Plan _____.

**LEGAL DESCRIPTION
BROOKMEADOW VILLAGE
DRAIN EASEMENT 3**

March 29, 2016

A certain parcel of land in the Town of Grafton, Worcester County, Commonwealth of Massachusetts located on the westerly side of Taft Mill Road, more particularly described as follows:

Beginning at the northeast corner thereof on the westerly sideline of Taft Mill Road, said point being northwesterly an arc distance of 12.50 feet from a drill hole in a granite bound;

- THENCE Southeasterly and curving to the right along a curve having a radius of 475.00 feet, a central angle of 03° 01' 01", an arc distance of 25.01 feet along said westerly sideline of said Taft Mill Road to a point;
- THENCE S 56° 46' 38" W a distance of 144.53 feet to a point;
- THENCE S 36° 32' 31" W a distance of 85.32 feet to a point;
- THENCE S 47° 49' 38" W a distance of 131.05 feet to a point;
- THENCE N 54° 34' 52" W a distance of 125.84 feet to a drill hole in a granite bound at land now or formerly of Brookmeadow Village, LLC.;
- THENCE N 02° 55' 11" W a distance of 66.61 feet by said land of Brookmeadow Village, LLC to a drill hole in a granite bound;
- THENCE N 65° 51' 05" E a distance of 172.77 feet by said land of Brookmeadow Village, LLC to a drill hole in a granite bound at land now or formerly of William T. and Natalie M. Reid;
- THENCE S 40° 25' 23" E a distance of 73.17 feet by said land of Reid to a point;
- THENCE N 56° 46' 38" E a distance of 187.29 feet to said westerly sideline of said Taft Mill Road to the point of beginning.

Said Drain Easement 3 contains and area of 33,339 square feet, more or less and is more particularly shown on a plan entitled: "Layout Plan of Brookmeadow Lane and Taft Mill Road in Grafton, Mass, dated March 25, 2016, Guerriere & Halnon, Inc, Engineering & Land Surveying" and recorded in the Worcester District Registry of Deeds in Plan Book _____ Plan _____.

LEGAL DESCRIPTION
BROOKMEADOW VILLAGE
DRAIN EASEMENT 4

March 29, 2016

Legal description of Drain Easement 4, Brookmeadow Village, Grafton, MA.

Beginning at a drill hole in a granite bound at the most easterly corner thereof on the westerly sideline of Brookmeadow Lane, said point also being the southeast corner of land now or formerly of Christopher Nardone.

- THENCE Southwesterly and curving to the left along the arc of a curve having a radius of 375.00 feet, a control angle of 4° 02' 46", an arc distance of 26.48 feet by the sideline of said Brookmeadow Lane to a drill hole in a granite bound at land now or formerly of Jason Isenberg;
- THENCE N 87° 11' 57" W a distance of 170.00 feet by said land of Isenberg to a drill hole in a granite bound;
- THENCE S 12° 38' 36" W a distance of 159.19 feet in part by said land of Isenberg and in part by land now or formerly of Jonathan Dumas to a drill hole in a granite bound;
- THENCE S 08° 43' 44" E a distance of 61.68 feet by said land of Dumas to a drill hole in a granite bound at land now or formerly of Santosha Ammu;
- THENCE S 89° 09' 23" W a distance of 101.80 feet to a drill hole in a granite bound;
- THENCE N 07° 17' 28" W a distance of 198.68 feet to an iron rod set in concrete;
- THENCE N 35° 47' 41" W a distance of 113.62 feet to a drill hole in a granite bound;
- THENCE N 14° 22' 58" E a distance of 89.48 feet to a drill hole in a granite bound;
- THENCE N 65° 43' 27" E a distance of 117.94 feet to a drill hole in a granite bound;
- THENCE S 67° 51' 31" E a distance of 154.28 feet to a drill hole in a granite bound at said land of Nardone. The previous six (6) courses on Land of the Grafton Land Trust;
- THENCE S 25° 19' 04" W a distance of 122.27 feet to a drill hole in a granite bound;
- THENCE S 83° 02' 02" E a distance of 180.00 feet to the point of beginning. The previous two (2) courses bounding by said land of Nardone.

Said Drain Easement 4 contains and area of 1.66 acres, more or less) and is more particularly shown on a plan entitled: "“Layout Plan of Brookmeadow Lane and Taft Mill Road in Grafton, Mass, dated March 26, 2016, Guerriere & Halnon, Inc, Engineering & Land Surveying” and recorded in the Worcester District Registry of Deeds in Plan Book _____ Plan _____.

LEGAL DESCRIPTION
BROOKMEADOW VILLAGE
DRAIN EASEMENT 5
March 13, 2017

A certain parcel of land in the Town of Grafton, Worcester County, Commonwealth of Massachusetts located on the northwesterly side of Brookmeadow Lane, more particularly described as follows:

Beginning at the northwest corner thereof at a drill hole in a granite bound on the northeasterly sideline of Providence Road, said point also being the southwesterly corner of land now or formerly of Glenn S. McKinstry;

THENCE N 52° 20' 19" E a distance of 32.01 feet by land of said McKinstry to a drill hole in a granite bound

THENCE S 46° 48' 49" E a distance of 32.18 feet to a drill hole in a granite bound at a point of curvature on the northwesterly sideline of Brookmeadow Lane;

THENCE Westerly by said northwesterly sideline of Brookmeadow Lane along a curve to the right having a radius of 34.62 feet, a central angle of 89° 36' 27" and an arc distance of 54.14 feet to the point of beginning.

Said Drain Easement 5 contains an area of 845 square feet more or less and is more particularly shown on a plan entitled: "Layout Plan of Brookmeadow Lane and Taft Mill Road in Grafton, Mass, dated March 26, 2016, Guerriere & Halnon, Inc, Engineering & Land Surveying" and recorded in the Worcester District Registry of Deeds in Plan Book _____ Plan _____.

**LEGAL DESCRIPTION
BROOKMEADOW VILLAGE
SEWER EASEMENT**

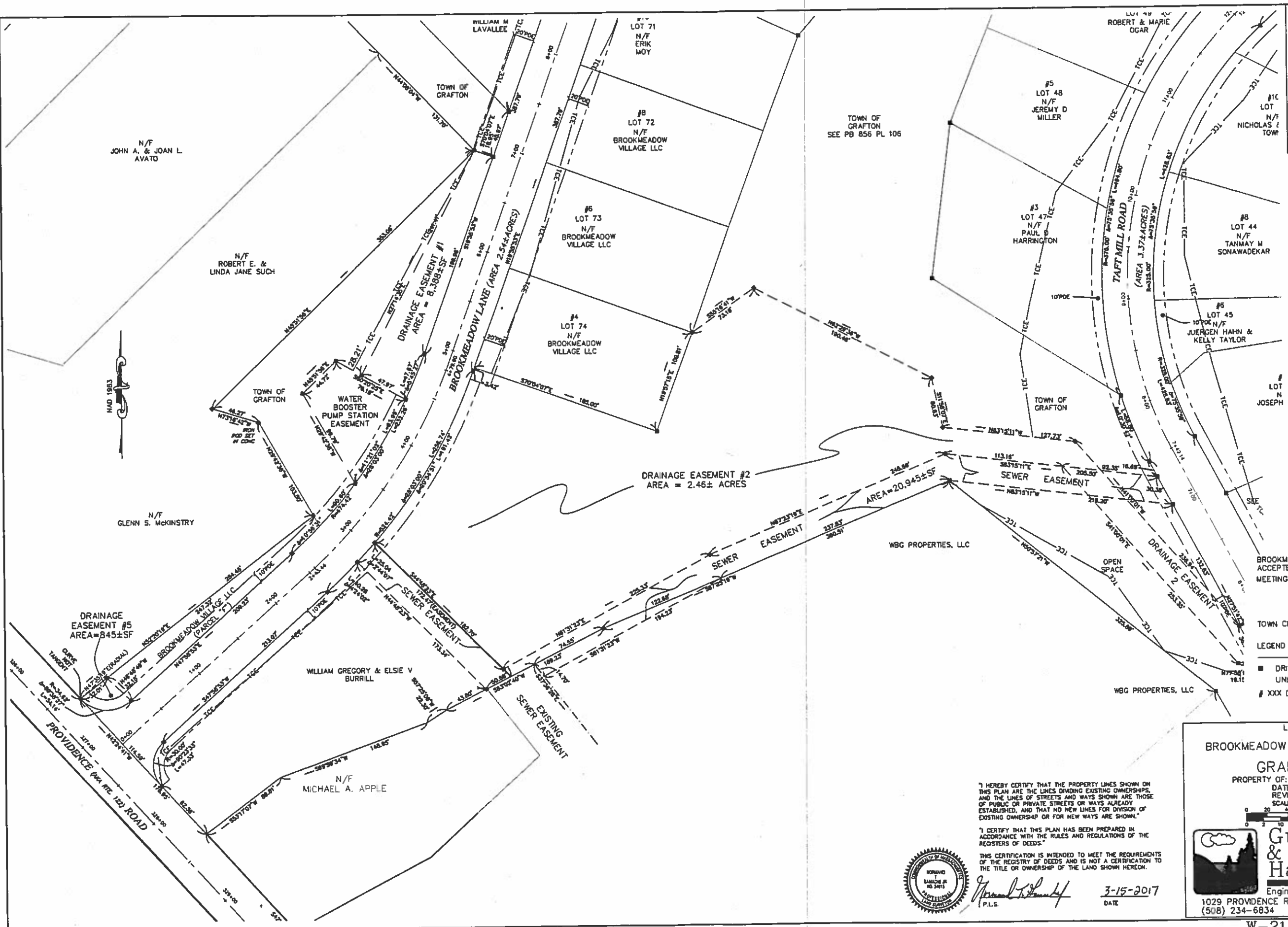
March 29, 2016

A certain parcel of land in the Town of Grafton, Worcester County, Commonwealth of Massachusetts, more particularly described as follows:

Beginning at the northeast corner thereof at a point on the westerly sideline of Taft Mill Road, said point being S 27° 51' 47" E a distance of 16.69 feet from a drill hole in a granite bound;

- THENCE S 27° 51' 47" E a distance of 30.38 feet by said westerly sideline of said Taft Mill Road to a point;
- THENCE N 83° 15' 11" W a distance of 216.20 feet to a drill hole in a granite bound at land now or formerly of W.G.B. Properties, LLC;
- THENCE S 67° 23' 19" W a distance of 237.83 feet by said land of W.G.B. Properties, LLC to a point;
- THENCE S 61° 31' 23" W a distance of 194.23 feet on said land of WGB. Properties, LLC to a point;
- THENCE N 37° 36' 28" W a distance of 14.70 feet to a point at land now or formerly of Town of Grafton;
- THENCE S 63° 02' 40" W a distance of 50.88 feet by said land of Town of Grafton to a drill hole in a granite bound at a corner of land now or formerly of William Gregory Burrill and Elise V Burrill and land now or formerly of Michael Apple;
- THENCE N 44° 48' 23" W a distance of 173.34 feet on said land of Burrill land and said land of Apple to a drill hole in a granite bound on the easterly sideline of Brookmeadow Lane;
- THENCE Northeasterly and curving to the left along the arc of a curve having a radius of 524.42 feet, a central angle of 2° 44' 07", an arc length of 25.04 feet by said easterly sideline of said Brookmeadow Lane to a drill hole in a granite bound at the northerly boundary of said land of Burrill at land now or formerly of the Town of Grafton;
- THENCE S 44° 48' 23" E a distance of 182.70 feet by said land of Burrill to a drill hole in a granite bound;
- THENCE N 61° 31' 23" E a distance of 225.33 feet to a drill hole in a granite bound;
- THENCE N 67° 23' 19" E a distance of 245.66 feet to a drill hole in a granite bound;
- THENCE S 83° 15' 11" E a distance of 205.50 feet to the westerly sideline of said Taft Mill Road to the point of beginning.

Said Sewer Easement contains and area of 20,945 square feet, more or less (.48 acres, more or less) and is more particularly shown on a plan entitled: "Layout Plan of Brookmeadow Lane and Taft Mill Road in Grafton, Mass, dated March 25, 2016, Guerriere & Halnon, Inc, Engineering & Land Surveying" and recorded in the Worcester District Registry of Deeds in Plan Book _____ Plan _____.



REGISTRY USE ONLY

APPROVED: GRAFTON PLANNING BOARD

DATE: _____

BEING A MAJORITY.

LAYOUT BY: BOARD OF SELECTMEN

LOT N JOSEPH

DATE: _____

BROOKMEADOW LANE AND TAFT MILL ROAD ACCEPTED AT A TOWN MEETING HELD _____ DATE: _____

TOWN CLERK: _____

LEGEND

- DRILL HOLE IN GRANITE BOUND (SET) UNLESS OTHERWISE NOTED
- # XXX DENOTES STREET ADDRESS



I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

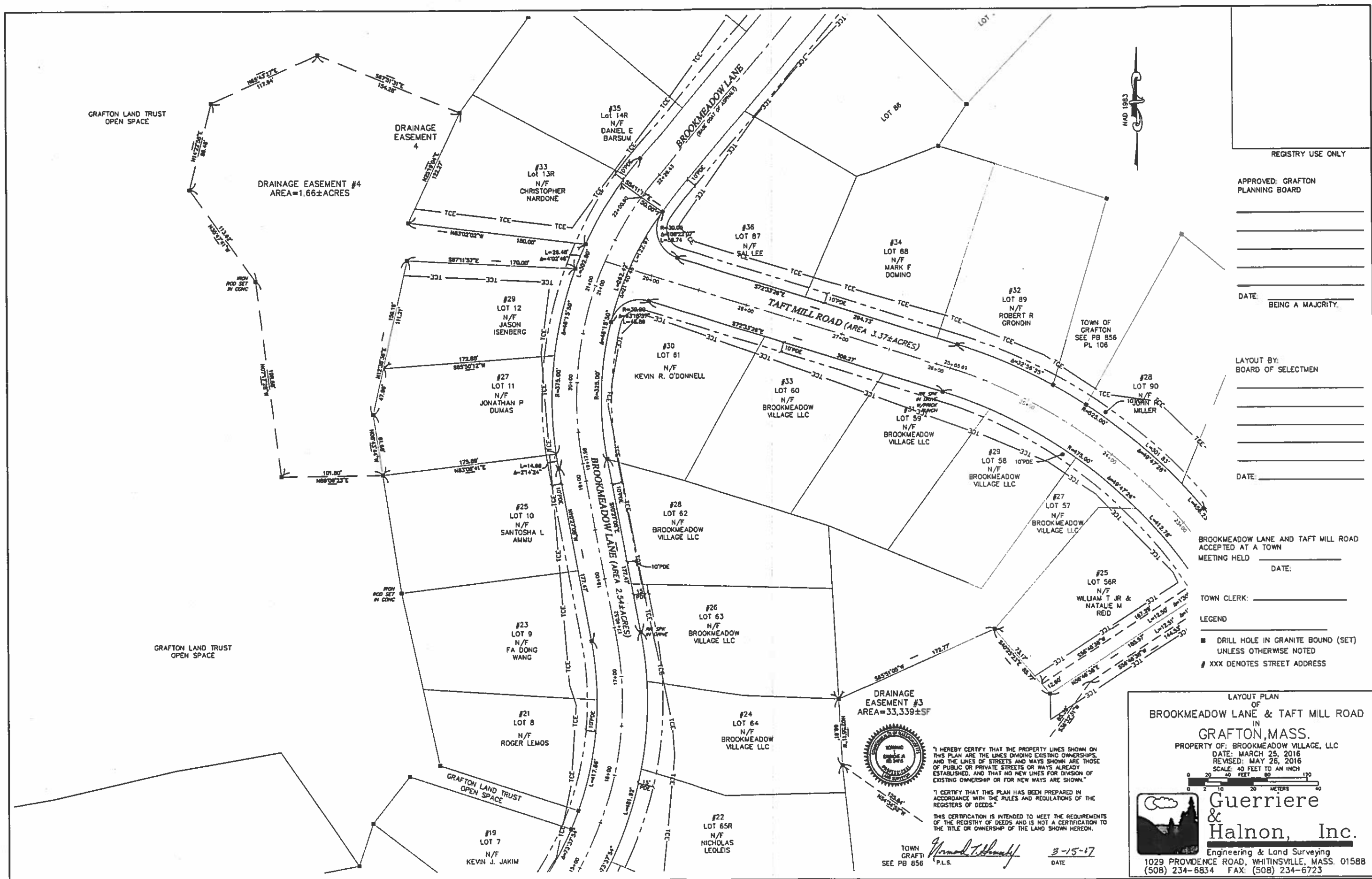
I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

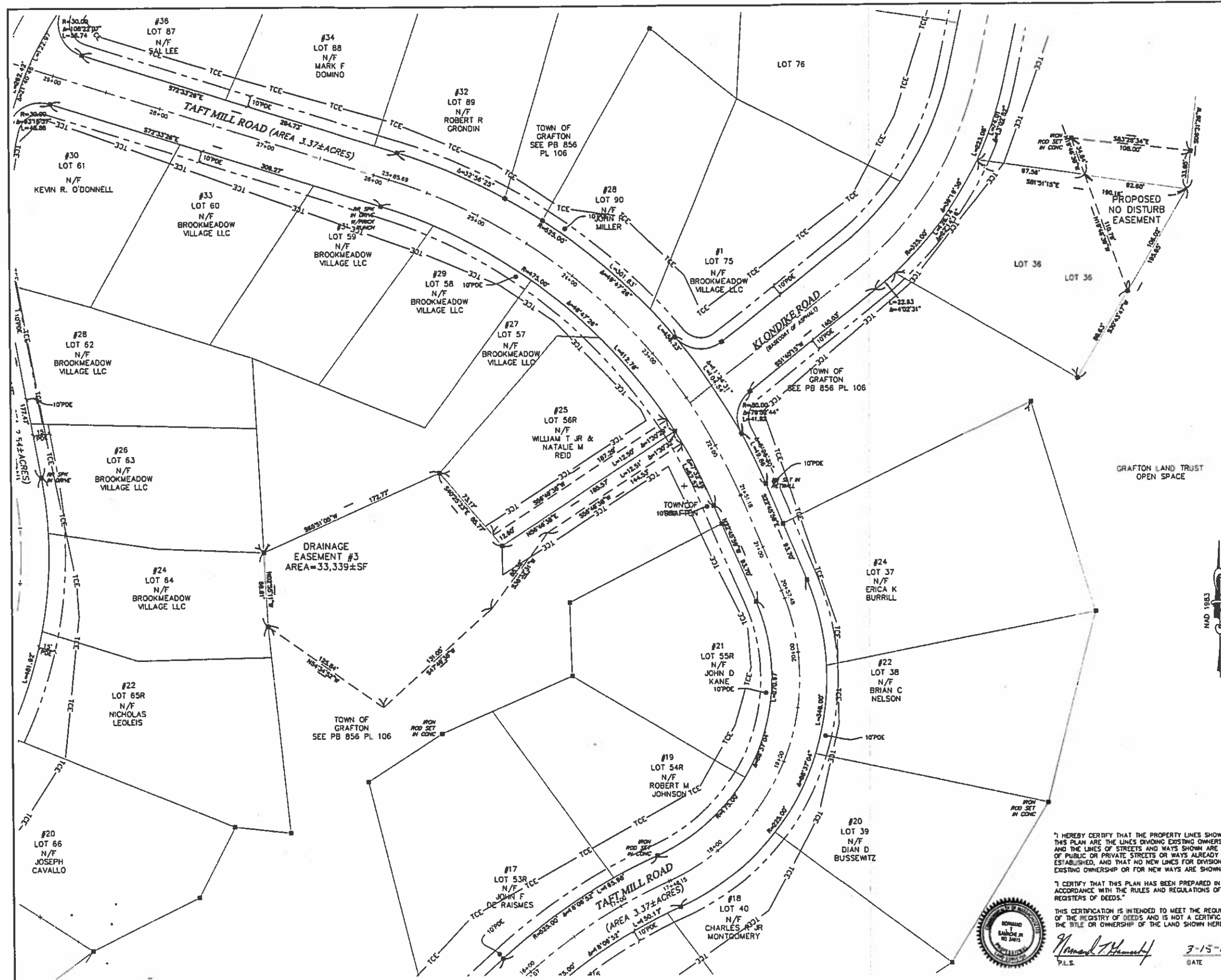
THIS CERTIFICATION IS INTENDED TO MEET THE REQUIREMENTS OF THE REGISTRY OF DEEDS AND IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE LAND SHOWN HEREON.

3-15-2017
DATE

LAYOUT PLAN OF
BROOKMEADOW LANE & TAFT MILL ROAD
IN
GRAFTON, MASS.
PROPERTY OF: BROOKMEADOW VILLAGE, LLC
DATE: MARCH 25, 2016
REVISED: MARCH 15, 2017
SCALE: 40 FEET TO AN INCH

Guerriere & Halnon, Inc.
Engineering & Land Surveying
1029 PROVIDENCE ROAD, WHITINSVILLE, MASS 01588
(508) 234-6834 FAX: (508) 234-6723





REGISTRY USE ONLY

APPROVED: GRAFTON
PLANNING BOARD

DATE: _____
BEING A MAJORITY.

LAYOUT BY:
BOARD OF SELECTMEN

DATE: _____

BROOKMEADOW LANE AND TAFT MILL ROAD
ACCEPTED AT A TOWN
MEETING HELD _____
DATE: _____

TOWN CLERK: _____

LEGEND

- DRILL HOLE IN GRANITE BOUND (SET)
UNLESS OTHERWISE NOTED
- # XXX DENOTES STREET ADDRESS

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON
THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIPS,
AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE
OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY
ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF
EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN
ACCORDANCE WITH THE RULES AND REGULATIONS OF THE
REGISTERS OF DEEDS.


THIS CERTIFICATION IS INTENDED TO MEET THE REQUIREMENTS
OF THE REGISTRY OF DEEDS AND IS NOT A CERTIFICATION TO
THE TITLE OR OWNERSHIP OF THE LAND SHOWN HEREON.

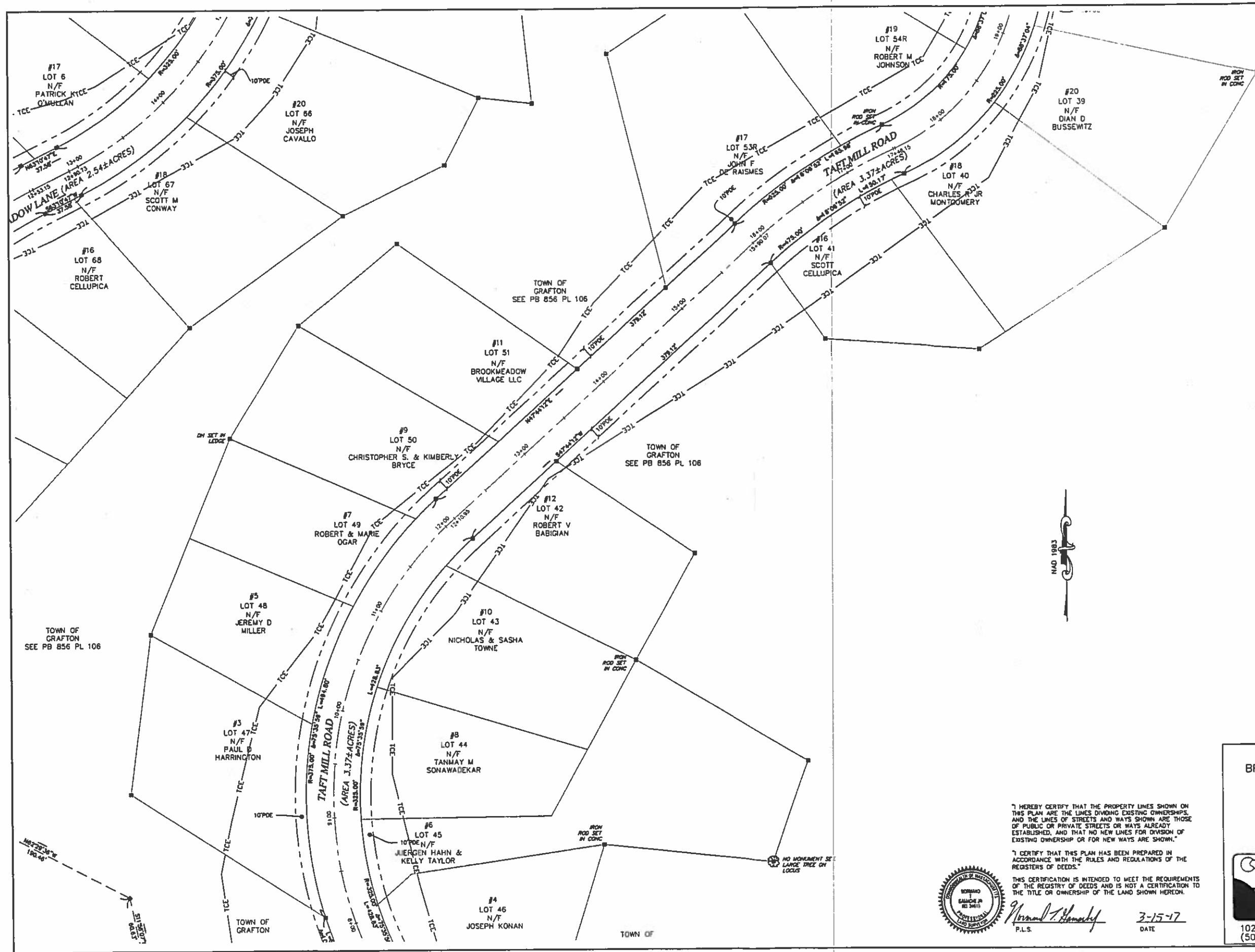


Ronald L. Barone
P.L.S. 3-15-17
DATE

LAYOUT PLAN
OF
BROOKMEADOW LANE & TAFT MILL ROAD
IN
GRAFTON, MASS.

PROPERTY OF: BROOKMEADOW VILLAGE, LLC
DATE: MARCH 25, 2016
REVISED: MAY 26, 2016
SCALE: 40 FEET TO AN INCH

 **Guerriere
& Halon, Inc.**
Engineering & Land Surveying
1029 PROVIDENCE ROAD, WHITINSVILLE, MASS. 01588
(508) 234-6834 FAX: (508) 234-6723



REGISTRY USE ONLY

APPROVED: GRAFTON PLANNING BOARD

SEE _____

DATE: _____

BEING A MAJORITY.

LAYOUT BY: BOARD OF SELECTMEN

DATE: _____

BROOKMEADOW LANE AND TAFT MILL ROAD
ACCEPTED AT A TOWN MEETING HELD _____
DATE: _____

TOWN CLERK: _____

LEGEND

- DRILL HOLE IN GRANITE BOUND (SET) UNLESS OTHERWISE NOTED
- # XXX DENOTES STREET ADDRESS



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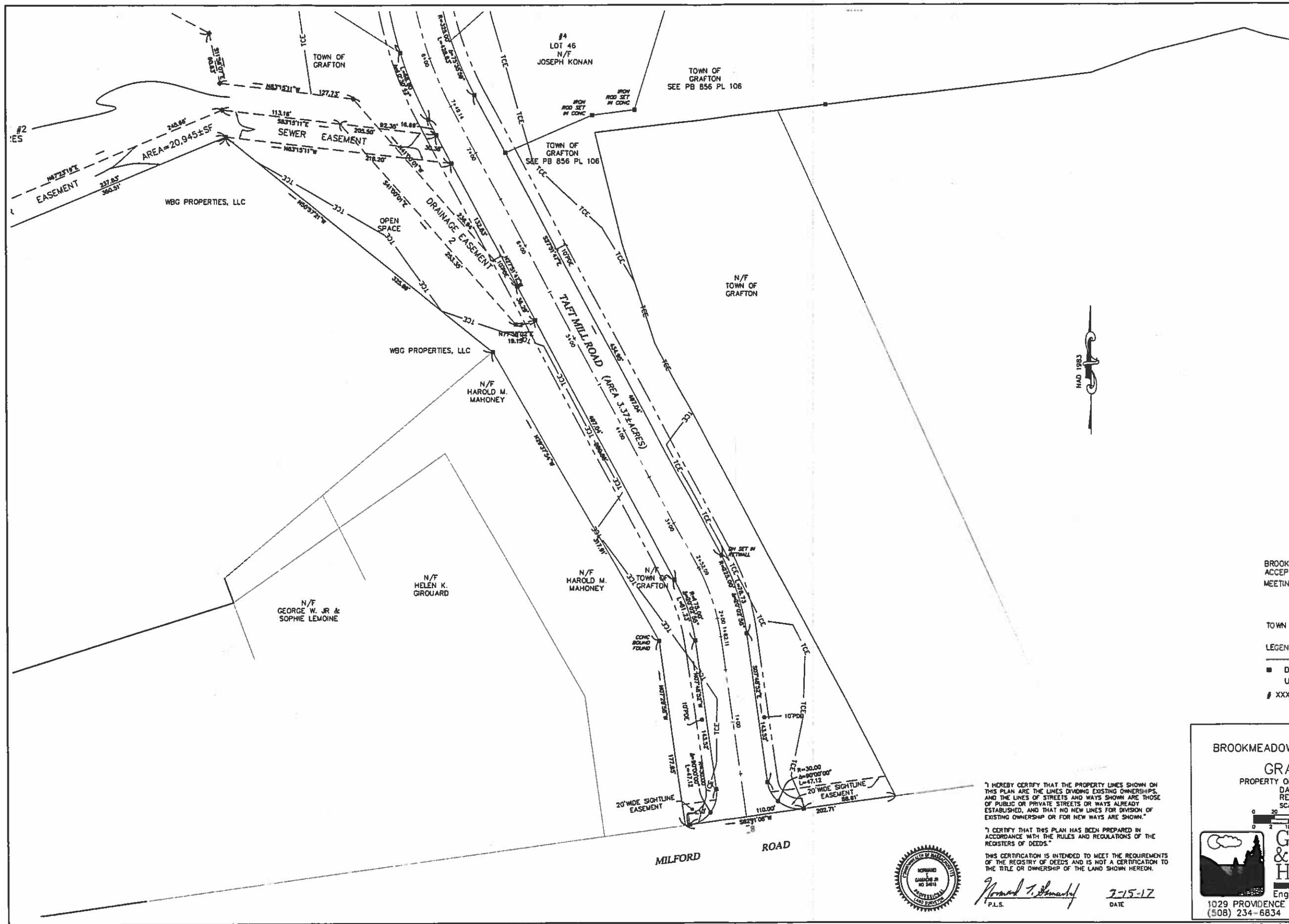
THIS CERTIFICATION IS INTENDED TO MEET THE REQUIREMENTS OF THE REGISTRY OF DEEDS AND IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE LAND SHOWN HEREON.

Norman T. Halton
P.L.S. 3-15-17
DATE

LAYOUT PLAN
OF
BROOKMEADOW LANE & TAFT MILL ROAD
IN
GRAFTON, MASS.

PROPERTY OF: BROOKMEADOW VILLAGE, LLC
DATE: MARCH 25, 2016
REVISED: MAY 26, 2016
SCALE: 40 FEET TO AN INCH

 **Guerriere & Halton, Inc.**
Engineering & Land Surveying
1029 PROVIDENCE ROAD, WHITINSVILLE, MASS. 01588
(508) 234-6834 FAX: (508) 234-6723



REGISTRY USE ONLY

APPROVED: GRAFTON PLANNING BOARD

DATE: _____

BEING A MAJORITY.

LAYOUT BY: BOARD OF SELECTMEN

DATE: _____

BROOKMEADOW LANE AND TAFT MILL ROAD
ACCEPTED AT A TOWN
MEETING HELD _____
DATE: _____

TOWN CLERK: _____

- LEGEND
- DRILL HOLE IN GRANITE BOUND (SET) UNLESS OTHERWISE NOTED
 - # XXX DENOTES STREET ADDRESS

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I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

THIS CERTIFICATION IS INTENDED TO MEET THE REQUIREMENTS OF THE REGISTRY OF DEEDS AND IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE LAND SHOWN HEREON.



Norman J. Halton, Jr.
P.L.S. 3-15-17
DATE

LAYOUT PLAN
OF
BROOKMEADOW LANE & TAFT MILL ROAD
IN
GRAFTON, MASS.
PROPERTY OF: BROOKMEADOW VILLAGE, LLC
DATE: MARCH 25, 2016
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Guerriere & Halton, Inc.
Engineering & Land Surveying
1029 PROVIDENCE ROAD, WHITINSVILLE, MASS. 01588
(508) 234-6834 FAX: (508) 234-6723



ARTISANAL CHEESES & FINE WINE
135 WESTBORO ROAD NORTH GRAFTON MA 01536
508.839.9200 PECORINOGRAFTON.COM

To:
Grafton Board of Selectmen

September 7, 2017

Bruce Spinney III, Chairman
Sargon Hanna, Vice Chair
Jennifer Thomas, Clerk
Brook Padgett
Craig Dauphinais

Re:
Rescheduled Selectmen's Meeting and Public Hearing Sept. 5th - Sept. 12th, 2017
Transfer of Wine and Malt Beverage License
from Simone Linsin, Pecorino Inc to Richard Schnitzlein, Silenus' Inc.

I would like to let you know that, unfortunately, I won't be able to attend the public hearing meeting on its newly rescheduled date, September 12th, due to a time conflict involving my son's High School open house – the only chance to meet all new teachers for the upcoming year.

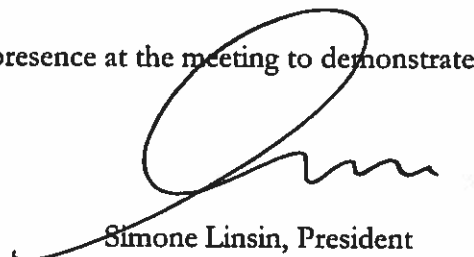
I regret this very much as I wanted to show my support for Richard Schnitzlein, who is applying for the transfer of Pecorino's wine and malt license.

Richard has been a long-time acquaintance of mine in the wine trade and we have actively worked together at Pecorino for over a year now. I want to share with all of you that Richard has my full support in his venture to continue the business I have established in September 2010 and decided to sell at this time for personal reasons.

Not only is he one of the most knowledgeable people in the world of wine, but a very conscientious individual who is extremely responsible conducting his business, especially, with regards to liquor safety.

Please accept this letter in lieu of my presence at the meeting to demonstrate my support and approval of his application.

Thank you and kind regards,



Simone Linsin, President



OFFICE OF THE BOARD OF SELECTMEN

30 Providence Road
Grafton, MA 01519
(508) 839-5335
BOSGroup@grafton-ma.gov
www.grafton-ma.gov

*Bruce Spinney, Chairman
Sargon Hanna, Vice Chair
Jennifer Thompson, Clerk
Brook Padgett
Craig Dauphinais*

LEGAL NOTICE

BOARD OF SELECTMEN

Notice is hereby given under Chapter 138 of the General Laws, as amended that an application has been made by Richard Schnitzlein, Silenus' Cellar, Inc for the transfer of the Wine and Malt Beverage License currently in the name of Simone Linsin d/b/a Pecorino Inc.

Premise to be licensed is located at 135 Westboro Road, N. Grafton MA. The premises, is a 513 sq. ft. cheese shop operating since 2010 with an additional 247 sq. ft. room for wine sales since 2011, (total 760 sq. ft.)

Upon this application, the Grafton Board of Selectmen will hold a public hearing in Conference Room A, Grafton Memorial Municipal Center, 30 Providence Rd., Grafton, MA 01519 on Tuesday, September 5, 2017 beginning at 7:00 p.m.

Grafton Board of Selectmen

Bruce Spinney III, Chairman
Sargon Hanna, Vice Chair
Jennifer Thomas, Clerk
Brook Padgett
Craig Dauphinais

Publish Grafton News
August 17 & 24, 2017
Town Bulletin Board



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/ahcc

Print Form

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL
LICENSING AUTHORITY.

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> New Officer/Director | <input checked="" type="checkbox"/> Transfer of License |
| <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Transfer of Stock |
| <input type="checkbox"/> Change of License Type | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Wine & Malt to All Alcohol |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> More than (3) \$15 | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> 6-Day to 7-Day License |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> New License | <input type="checkbox"/> Seasonal to Annual | |
| <input type="checkbox"/> Other | | | |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE
CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

**ALCOHOLIC BEVERAGES CONTROL COMMISSION
P. O. BOX 3396
BOSTON, MA 02241-3396**



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF PROPOSED LICENSEE (Business Contact)

Silenus' Cellar, Inc.

This is the corporation or LLC which will hold the license, not the individual submitting this application. If you are applying for this license as a sole proprietor, not an LLC, corporation or other legal entity, you may enter your personal name here.

2. RETAIL APPLICATION INFORMATION

There are two ways to obtain an alcoholic beverages license in the Commonwealth of Massachusetts, either by obtaining an existing license through a transfer or by applying for a new license.

Are you applying for a new license ☐ New ☒ Transfer
or the transfer of an existing license?

If transferring, please indicate the
current ABCC license number you
are seeking to obtain:

00041-PK-0456

If applying for a new license, are you applying for this license
pursuant to special legislation?

If transferring, by what method
is the license being transferred?

Purchase

☐ Yes ☐ No

Chapter

Acts of

3. LICENSE INFORMATION / QUOTA CHECK

On/Off-Premises

City/Town

Grafton

Off-Premises

TYPE

\$15 Package Store

CATEGORY

Wines and Malt Beverages

CLASS

Annual

4. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name: Richard

Middle: Paul

Last Name: Schnitzlein

Title: Owner

Primary Phone:

Email:

5. OWNERSHIP

Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a direct beneficial interest in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an indirect beneficial interest if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the license's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

A. All individuals listed below are required to complete a Beneficial Interest Contact - Individual form.

B. All entities listed below are required to complete a Beneficial Interest Contact - Organization form.

C. Any individual with any ownership in this license and/or the proposed manager of record must complete a CORI Release Form.

Name	Title / Position	% Owned	Other Beneficial Interest
Richard Schnitzlein	Director	100	

For additional space, please use next page

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

Description of Premises

Please provide a complete description of the premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage.

Floor Number	Square Footage	Number of Rooms
1	759sqft	2

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

Occupancy of Premises

Please complete all fields in this section. Documentation showing proof of legal occupancy of the premises is required.

Please indicate by what right the applicant has to occupy the premises

Lease Beginning Term

Lease Ending Term

Rent per Month

Rent per Year

Landlord Name

Landlord Phone

Landlord Address

If leasing or renting the premises, a signed copy of the lease is required.

If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.

Please indicate if the terms of the lease include payments based on the sale of alcohol: ☐ Yes ☒ No

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. BUSINESS CONTACT

The Business Contact is the proposed licensee. If you are applying as a Sole Proprietor (the license will be held by an individual, not a business), you should use your own name as the entity name.

* Please see last page of application for required documents based on Legal Structure *

Entity Name:	<input type="text" value="Silenus' Cellar, Inc"/>	FEIN:	<input type="text"/>
DBA:	<input type="text"/>	Fax Number:	<input type="text"/>
Primary Phone:	<input type="text"/>	Email:	<input type="text"/>
Alternative Phone:	<input type="text"/>	Legal Structure of Entity	<input type="text" value="Corporation"/>

Business Address (Corporate Headquarters)

☐ Check here if your Business Address is the same as your Premises Address

Street Number:	<input type="text" value="23"/>	Street Name:	<input type="text" value="Pleasant St"/>
City/Town:	<input type="text" value="Upton"/>	State:	<input type="text" value="MA"/>
Zip Code:	<input type="text" value="01568"/>	Country:	<input type="text" value="USA"/>

Mailing Address

☒ Check here if your Mailing Address is the same as your Premises Address

Street Number:	<input type="text" value="23"/>	Street Name:	<input type="text" value="Pleasant St"/>
City/Town:	<input type="text" value="Upton"/>	State:	<input type="text" value="MA"/>
Zip Code:	<input type="text" value="01568"/>	Country:	<input type="text" value="USA"/>

Is the Entity a Massachusetts Corporation?

☒ Yes ☐ No

If no, is the Entity registered to do business in Massachusetts?

☐ Yes ☐ No

If no, state of incorporation

Other Beneficial Interest

Does the proposed licensee have a beneficial interest in any other Massachusetts Alcoholic Beverages Licenses? ☐ Yes ☒ No

If yes, please complete the following table.

Name of License	Type of License	License Number	Premises Address

Prior Disciplinary Action:

Has any alcoholic beverages license owned by the proposed licensee ever been disciplined for an alcohol related violation?

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

8. MANAGER CONTACT

The Manager Contact is required and is the individual who will have day-to-day, operational control over the liquor license.

Salutation First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? ☒ Yes ☐ No

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No

If yes, attach an affidavit that lists your convictions with an explanation of each.

Have you ever been Manager of Record of a license to sell alcoholic beverages? ☐ Yes ☒ No

If yes, please list the licenses for which you are the current or proposed manager:

Do you have direct, indirect, or financial interest in this license? ☒ Yes ☐ No

If yes, percentage of interest

If yes, please indicate type of Interest (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Officer | <input type="checkbox"/> Sole Proprietor |
| <input checked="" type="checkbox"/> Stockholder | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input checked="" type="checkbox"/> Director |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Landlord |
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Revenue Sharing |
| <input type="checkbox"/> Management Agreement | <input type="checkbox"/> Other |

Please indicate how many hours per week you intend to be on the licensed premises

Employment Information of Proposed Manager

Please provide your employment history for the past 10 years

Date(s)	Position	Employer	Address	Phone
1998-Present	Co-Owner	Self	23 Pleasant St, Upton, MA	
10/2016-Present	Wine Director	Pecorino	135 Westboro Rd, Grafton, MA	
10/2014-12/2015	Wine Associate	Needham Center Fine Wines	1013 Great Plain Ave, Needham, MA	
11/2011-7/2014	Manager	Sudbury Wine and Spirits	410 Boston Post Rd, Sudbury, MA	

Prior Disciplinary Action of Proposed Manager

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	
B. Purchase Price for any Business Assets	
C. Costs of Renovations/Construction	
D. Purchase Price of Inventory	
E. Initial Start-Up Costs	
F. Other (Please specify)	
G. Total Cost (Add lines A-F)	

Please note, the total amount of Cash Investment (top right table) plus the total amount of Financing (bottom right table) must be equal to or greater than the Total Cost (line G above).

Please provide information about the sources of cash and/or financing for this transaction

Source of Cash Investment

Name of Contributor	Amount of Contribution
Total	

Source of Financing

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
Holden Realty Trust		No	
Total:			

10. PLEDGE INFORMATION

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply)

☐ License ☐ Stock / Beneficial Interest ☐ Inventory

To whom is the pledge is being made:

Does the lender have a beneficial interest in this license?

☐ Yes ☐ No

Does the lease require a pledge of this license?

☐ Yes ☐ No

ADDITIONAL SPACE

The following space is for any additional information you wish to supply or to clarify an answer you supplied in the application.

If referencing the application, please be sure to include the number of the question to which you are referring.

APPLICANT'S STATEMENT

I, Richard Schnitzlein the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP member
Authorized Signatory

of Silenus' Cellar, Inc, hereby submit this application for Transfer of License of Package Store (Wine and Malt)
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature: Richard Schnitzlein

Date: 08/11/2017

Title: President

August 15, 2017

NOTE

Wayland, Massachusetts
[City] [State]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ _____ (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Christopher Holden, Trustee of the Holden Realty Trust u/d/t dated July 18, 2013. I will make all payments under this Note in the form of cash, check or money order. It is agreed between the parties the sum being lent pursuant to this note will come from that portion of the Trust assets attributable to Jennifer Holden.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 1.9 % per annum with payments being amortized over a term of Ten (10) Years.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and all outstanding interest each month.

I will make my monthly payments on the 1st day of each month beginning on November 1, 2017. I will make these payments every month until the maturity date when all outstanding interest, principal and charges shall become. If on October 1, 2027, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date." I will make my monthly payments at 25 Upland Avenue, Lunenburg, MA 01462, or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ _____ except my first payment will be _____. This first payment will include the first payment plus interest from September 15, 2017 (disbursement date) to September 30, 2017.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

RPS

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(B) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(C) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(D) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address provided to Note Holder or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that the amounts due have not been paid.

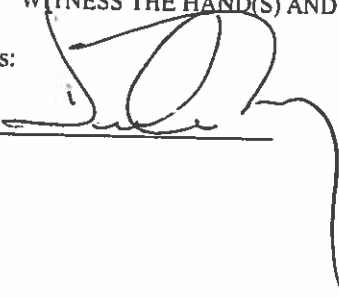
10. UNIFORM SECURED NOTE

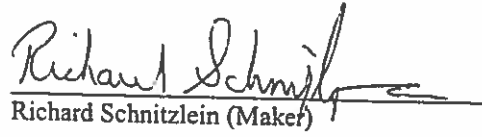
This Note is a uniform instrument with limited variations in some jurisdictions.

RPS

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Witness:




Richard Schnitzlein (Maker)

- Seal
Borrower

(Maker)

- Seal
Borrower

(Maker)

- Seal
Borrower

[Sign Original Only]



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSE)</small>		LICENSEE NAME:		CITY/TOWN:	
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APPLICANT INFORMATION

LAST NAME:	SCHNITZLEIN	FIRST NAME:	RICHARD	MIDDLE NAME:	PAUL			
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	QUEENS, NY					
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	BERTOK	DRIVER'S LICENSE #:	S 52647864	STATE LIC ISSUED:	MA			
GENDER:	MALE	HEIGHT:	5	10	WEIGHT:	175	EYE COLOR:	BROWN
CURRENT ADDRESS:	23 PLEASANT ST.							
CITY/TOWN:	UPTON	STATE:	MA	ZIP:	01568			
FORMER ADDRESS:	8 PURCHASE ST							
CITY/TOWN:	MILFORD	STATE:	MA	ZIP:	01757			

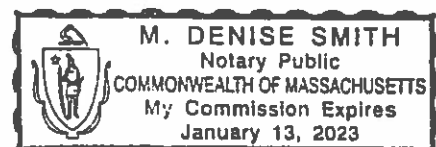
PRINT AND SIGN

PRINTED NAME:	RICHARD SCHNITZLEIN	APPLICANT/EMPLOYEE SIGNATURE:	Richard Schnitzlein
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NOTARY INFORMATION

On this May 26, 2017 before me, the undersigned notary public, personally appeared Richard Schnitzlein
(name of document signer), proved to me through satisfactory evidence of identification, which were Mass. Driver License
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

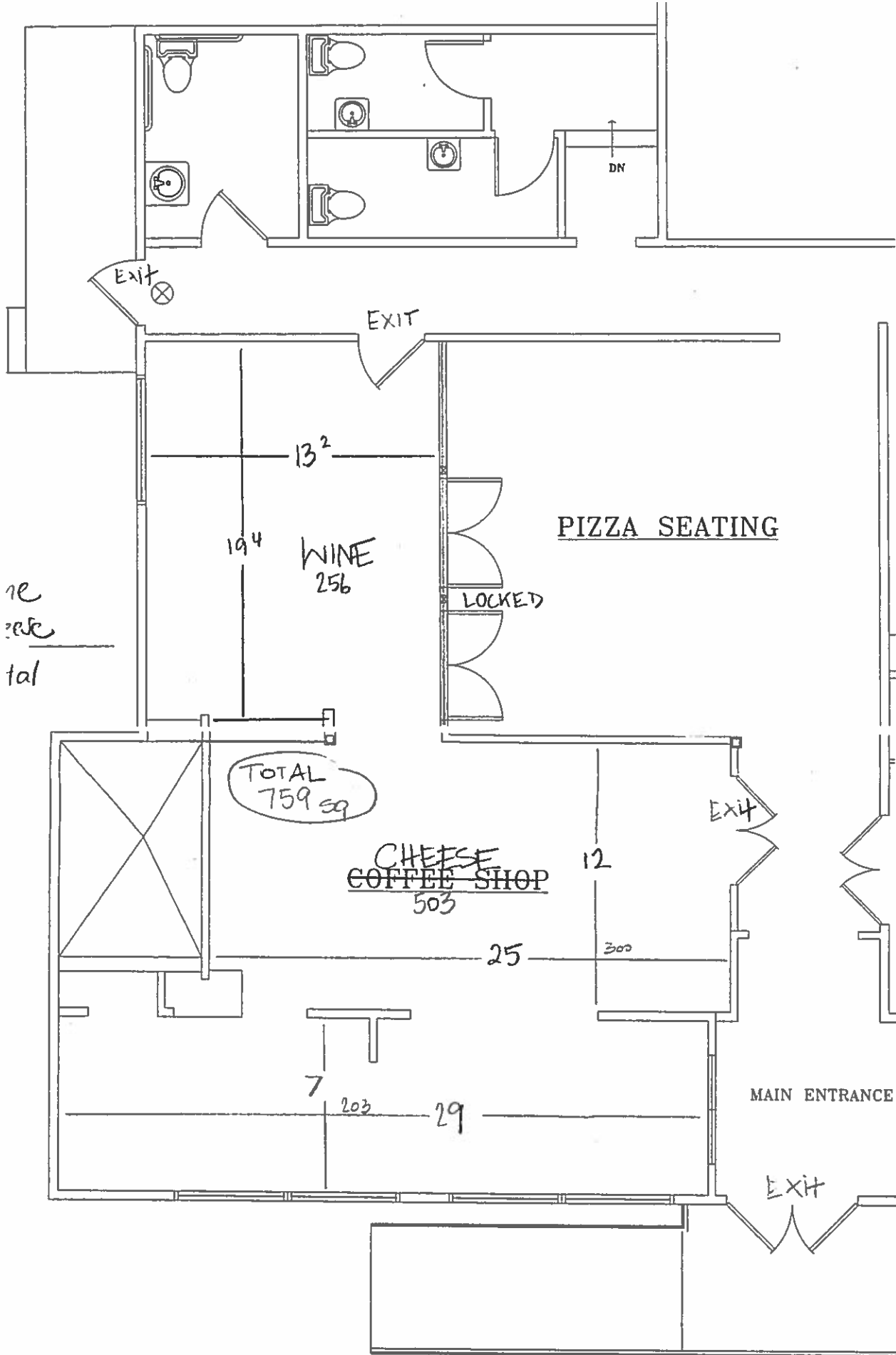
M. Denise Smith
NOTARY



DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI AUTHORIZED EMPLOYEE	

The DCJ Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.



PARTIAL FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement"), dated as of August 12, 2017, is entered into by and between **RICHARD SCHNITZLEIN**, an individual residing at 23 Pleasant Street, Upton, Massachusetts 01568 (and, if applicable, any nominee owned and controlled by said individual) ("Buyer"), **PECORINO, INC.**, a corporation organized under the laws of the Commonwealth of Massachusetts, with its principal place of business at 135 Westborough Road (Rt. 30), North Grafton, Massachusetts 01536 ("Seller") and **SIMONE LINSIN**, an individual residing at 28 Bridle Ridge Drive, North Grafton, Massachusetts 01536 ("Stockholder"). Buyer, Seller and Stockholder are each referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Seller is engaged primarily in the business of selling wine, cheese, cutlery, kitchen accessories and related items and provides catering services related thereto (hereinafter the "Business");

WHEREAS, Stockholder owns beneficially and of record all of the issued and outstanding shares of capital stock of the Seller;

WHEREAS, Seller and Stockholder desire to sell and Buyer desires to purchase substantially all of the assets of the Business upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in exchange for the mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. PURCHASE AND SALE

1.1 Purchase and Sale of Purchased Assets. Subject to the terms and conditions contained in this Agreement, at the "Closing" (as defined in Section 4 hereinbelow), the Seller shall sell, assign, transfer and convey to Buyer, and Buyer shall purchase, acquire and accept from the Seller, all of Seller's right, title and interest in and to the assets, properties, rights, claims, contracts and businesses of every kind, character and description, whether tangible or intangible, whether real, personal or mixed, whether accrued, contingent or otherwise, and wherever located which are owned, leased or used in or are related to the Business (other than the Excluded Assets identified in Section 1.2 hereinbelow), (the "Purchased Assets"), and subject only to the liabilities and obligations of the Seller which are defined in Section 1.3 hereinbelow (the "Assumed Liabilities"). The Purchased Assets include, without limitation, the following assets and properties:

- (a) all intellectual property, including without limitation, trademarks, service marks, trade names, copyrights, trade secrets, software and databases used in or necessary for the conduct of the Business as currently conducted;

- (b) all good and saleable inventory with respect to the Business;
- (c) all machinery, equipment, fixtures and furniture used in the Business;
- (d) all supplies owned by the Seller;
- (e) all rights and interests of the Seller in and to any personal property leases, subleases, licenses, purchase orders or other contracts, agreements or instruments relating to the Business if assumed by Buyer pursuant to Section 1.3 below;
- (f) all business and financial records, books, ledgers and files relating to the Business;
- (g) all of the Seller's goodwill, customer and supplier lists and all advertising and marketing materials including all artwork files relating to the Business;
- (h) all rights to the telephone and facsimile numbers (and related directory listings), internet domain names, internet sites, email addresses and social media accounts relating to the Business; and,
- (i) except for Excluded Assets described in Section 1.2 hereinbelow, all other assets and properties related to or used in connection with the Business.

1.2 Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include, Buyer shall not purchase, and Seller shall retain, the following assets (the "Excluded Assets"):

- (a) all cash and bank accounts;
- (b) all accounts receivable accruing prior to the date of Closing;
- (c) all prepaid expenses, credits, advance payments, security deposits, customer deposits and refunds due from suppliers for product returns prior to Closing;
- (d) all computers utilized in connection with the Business; and,
- (e) all mobile phones.

1.3 Assumption of Liabilities. At the Closing, Buyer shall assume and agree to pay, perform and discharge when due all liabilities arising out of or based upon Buyer's ownership and operation of the Business and the Purchased Assets from and after the Closing Date. In furtherance of the foregoing, Buyer shall assume the obligations of Seller under (i) outstanding purchase orders as of the Closing for inventory and supplies as identified in Schedule 5.8 hereto, (ii) contracts and leases with vendors and suppliers ("Contracts"), if any, which pertain to the Business and which by their terms continue in effect after Closing (but only with respect to liabilities and obligations first

arising after Closing), including without limitation, maintenance and service agreements, web hosting, domain registration and other agreements all as listed on Schedule 5.9 hereto, and (iii) outstanding, valid and unredeemed gift certificates, vouchers, coupons or promotion entitlements as listed on Schedule 5.8 hereto (collectively, the "Assumed Contracts and Liabilities"). All purchase orders and Contracts, if any, shall, to the extent necessary to consummate the transactions contemplated hereby and Seller is able, be assigned by the Seller to the Buyer at Closing, and to the extent the consent of any party to such Contracts may be required to affect such assignment, the Seller shall, if requested by Buyer prior to Closing, procure same.

1.4 Excluded Liabilities. Except for the Assumed Contracts and Liabilities, it is expressly understood that Buyer is not purchasing, assuming, or accepting any debts, liabilities, or obligations whatsoever of Seller or Stockholder, direct or indirect, primary or secondary, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, asserted or unasserted, including without limitation, any liabilities or obligations now existing or hereafter arising from or in connection with the operation of the Business at any time prior to the time of Closing, all of which remain the debts, liabilities, and obligations of Seller and/or Stockholder as the case may be (the "Excluded Liabilities"). Without limiting the generality of the foregoing, the parties specifically acknowledge that Buyer is not assuming any of Seller's obligations to any of its present or former employees or contractors for salary, commissions, overtime, vacation, paid time off or otherwise, or for any federal, state, local or other taxes.

2. PURCHASE PRICE

2.1 Purchase Price. Upon the terms and subject to the conditions contained in this Agreement, in reliance upon the representations, warranties and agreements of the Seller and Stockholder contained herein, and in consideration of the sale, assignment, transfer and delivery of the Purchased Assets received from the Seller, Buyer, in addition to assuming the Assumed Contracts and Liabilities, will in full payment thereof, pay to Seller at Closing the sum of

_____ dollars plus the value of the Seller's good and saleable inventory as detailed in Section 3.2 hereinbelow (hereinafter the "Purchase Price"). The Purchase Price shall be paid as follows:

- (a) Contemporaneous with the execution of this Agreement, Buyer shall pay an initial deposit in the amount of _____ ("Deposit"). The Deposit shall be held pursuant to the terms of this Agreement in escrow by Seller's counsel in a non-interest-bearing account and shall be duly accounted for at Closing.
- (b) The balance of the Purchase Price shall be paid to the Seller at Closing, subject to adjustments, by wire transfer, cash or certified funds.

2.2 Default of Buyer. Except as provided otherwise in this Agreement, in the event, Buyer fails to fulfill Buyer's obligations hereunder, Buyer shall forfeit the Deposit to Seller as liquidated damages and such forfeiture shall be the sole and exclusive remedy of Seller and Stockholder.

3. ALLOCATIONS, PRICE ADJUSTMENTS AND PRORATIONS

3.1 Allocations. The Purchase Price, subject to any adjustment as hereinafter provided, shall be allocated to the various assets of the Business as follows:

FURNITURE, FIXTURES AND EQUIPMENT

INVENTORY AT COST (t/b/d at Closing)

\$t/b/d at closing

LIQUOR LICENSE

LEASEHOLD IMPROVEMENTS

SUPPLIES/ARTWORK/ADVERTISING MATERIAL

BUSINESS TRADENAME AND GOODWILL

COVENANT NOT TO COMPETE*

(*The noncompete covenant is not a separately bargained for compensatory arrangement, but rather is inseparable from the purchase of goodwill and is necessary to effectuate the transfer of goodwill.)

3.2 Price Adjustment. Within 48 hours prior to Closing, the Buyer and Seller shall take a physical inventory of Seller's good and saleable consumables, merchandise and other products and prepare an itemized report thereof. Inventory shall not be deemed good and saleable if damaged, spoiled or if perishable, bearing a sell by date either before or within seven (7) days of the Closing. Said inventory shall be valued based upon Seller's actual net cost and subject to Buyer's reasonable verification procedures.

3.3 Other Adjustments; Prorations. The following items shall be prorated to the day of Closing: amounts that are prepaid under any Contracts being assumed by Buyer, and expenses pertaining to advertising of the Business that will continue after Closing. In addition, the Purchase Price shall be decreased at Closing (i) by an amount equivalent to 85% of the face value of all outstanding valid and unredeemed gift certificates and (ii) for any customer deposits on outstanding orders and increased at Closing for amounts prepaid by Seller for inventory subject to open purchase orders.

4. CLOSING

4.1 Closing Date. The closing of the purchase and sale provided for in this Agreement (the "Closing") shall be held at The Socius Law Firm, 1900 West Park Drive, Suite 280, Westborough, MA, 01581, on a date that is specified by Buyer which shall be no later than seven (7) days following the satisfaction or waiver of the contingencies set forth in Section 8 (Buyer's Contingencies) or at such other place or earlier or later date or time as may be fixed by mutual agreement of Buyer and Seller.

4.2 Closing Deliveries by Seller. At the Closing, Seller and/or Stockholder shall deliver to Buyer:

- (a) Bill of Sale. A Bill of Sale, in a form reasonably acceptable to counsel for Buyer transferring to Buyer all of Seller's right, title and interest in and to the Purchased

Assets, and such further instruments documents as may be necessary and appropriate to affect the transfer to Buyer of all right, title and interest in and to the Purchased Assets free and clear of any mortgages, pledges, equities, liens, charges, encumbrances, covenants, conditions, or restrictions;

- (b) Consents. Written consents in form and substance reasonably satisfactory to Buyer of each other person or entity whose consent is required to consummate the transactions contemplated herein;
- (d) Certificates of Good Standing and Lien Waiver. The Seller shall deliver to Buyer a Certificate of Legal Existence and Good Standing from the Secretary of the Commonwealth of Massachusetts and a Tax Lien Waiver from the Commonwealth of Massachusetts Department of Revenue;
- (e) Vote of Directors & Shareholders. A vote of the directors and stockholders of Seller approving the sale of the Purchased Assets and all other transactions contemplated by this Agreement;
- (f) Termination Statements. Termination statements effecting a termination of any liens arising on or before Closing, if any, on any of the Purchased Assets;
- (g) Amendment to Articles of Organization. A copy of an amendment to the Articles of Organization of Seller changing the name of Seller to one that does not include "Pecorino" or a variation thereof similar in sound or appearance, to be filed by Seller with the Massachusetts Secretary of State immediately following Closing;
- (h) Assignment of Contracts. An executed Assignment and Assumption of Contracts in a form reasonably acceptable to counsel for Buyer effecting an assignment of those Contracts identified on Schedule 5.9 hereto; and
- (i) Other Documents. All such other documents, instruments, votes, and certificates as the Buyer may reasonably request to carry out and effectuate the purposes and terms of this Agreement.

4.3 Closing Deliveries by Buyer. At the Closing, Buyer shall deliver to Seller and Stockholder:

- (a) Purchase Price. The balance of the Purchase Price described in Section 2 to be paid by wire transfer, cash or certified funds;
- (b) Vote of Directors. If applicable, a vote of the Board of Directors of Buyer's corporate nominee authorizing the execution of this Agreement and the consummation of the transactions contemplated herein.

- (c) Certificate of Good Standing. If applicable, a Certificate of Legal Existence and Good Standing from the Secretary of the Commonwealth of Massachusetts.
- (d) Assignment of Contracts. The Assignment and Assumption of Contracts referenced in Section 4.2(h) above; and
- (e) Other Documents. All such other documents, instruments, votes, and certificates as the Seller or Stockholder may reasonably request to carry out and effectuate the purposes and terms of this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF SELLER AND STOCKHOLDER

Seller and Stockholder hereby jointly and severally represent and warrant to Buyer as follows:

5.1 Organization. The Seller is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts. The Seller has the power to own its properties and to carry on the Business as now being conducted. Seller possesses all permits and licenses from state, local, or federal agencies or subdivisions necessary to operate the Business, all of which are in full force and effect.

5.2 Power and Authority Relative to Sale of Purchased Assets. Seller has, or will have at Closing, full power and authority and has taken, or will have taken prior to Closing, all required actions necessary to permit it to execute and deliver this Agreement and to execute and deliver and perform all of the obligations contained herein (including the assignment, transfer and conveyance of all of the Purchased Assets) and all documents or instruments required hereby or incident or collateral hereto, and none of such actions will conflict with or violate any provision of law or of the by-laws of Seller or will violate or constitute a default under or will result in any breach of any agreement to which the Seller or Stockholder is a party or by which any of the Purchased Assets are subject or bound.

5.3 Ownership of Assets. Seller is the owner of the Purchased Assets and has good, clear and marketable title thereto, free of any and all liens, claims and other encumbrances of any nature whatsoever, and as to leased or licensed assets, including software, has the right to assign (or prior to Closing will procure consent to assign) same to Buyer. The foregoing representation shall not be construed as a warranty that no third party may assert a claim that Seller's business or trade name infringes the rights of any such third party.

5.4 Valid and Binding Obligation. This Agreement constitutes, and each instrument to be executed and delivered by Seller and Stockholder in accordance herewith will constitute, the valid and legally binding obligation of Seller and Stockholder, enforceable against each of them in accordance with their respective terms.

5.5 Litigation. There is no litigation or proceeding pending or, to the best of Seller's and Stockholder's knowledge, threatened against or relating to Business or to Seller or Stockholder that could in any way impact the transaction contemplated under this Agreement or the continued operation of the Business by Buyer after the Closing, and there is no factual basis known to the Seller or to the Stockholder for any such litigation or proceeding. Seller and Stockholder have not been advised that either or both of them have been subject to any investigation or proceeding in connection with any alleged violation of the alcoholic beverage laws of the Commonwealth of Massachusetts.

5.6 Taxes. Seller has filed all tax returns which are due and are required to be filed with respect to the Purchased Assets and with respect to the Business, such tax returns accurately state the taxes due with respect to the Purchased Assets and the Business, and Seller has paid all taxes shown on such tax returns and all other government charges, levies or assessments imposed upon the Purchased Assets or the Business. No notice of audit or notice of examination has been received from the Internal Revenue Service or the Massachusetts Department of Revenue.

5.7 Financial Information. The Seller has heretofore provided all financial information pertaining to the Business, including internally prepared financial statements as of June 28, 2017. Said financial statements fairly present in all material respects the financial condition and results of operations of the Business. Seller, however, makes no representation or warranty concerning the future performance or profitability of the Business.

5.8 Outstanding Purchase Orders and Gift Certificates. Schedule 5.8 hereto sets forth a complete and accurate list of all outstanding purchase orders and all outstanding, valid and unredeemed gift certificates, as of the date hereof, which Schedule shall be updated for any changes arising between the date hereof and Closing.

5.9 Contracts. Schedule 5.9 is a true and correct list of all oral and written contracts which are binding upon the Seller or the Business as of the date hereof, which Schedule shall be updated for any changes arising between the date hereof and Closing.

5.10 Brokers. Neither Seller nor Stockholder have incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement.

5.11 Full Disclosure. No representation or warranty by the Seller or the Stockholder in this Agreement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading. There is no fact known to the Seller or the Stockholder relating to any of the Purchased Assets or the Business that may materially and adversely affect the same that has not been disclosed to the Buyer.

6. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to the Seller and Stockholder as follows:

6.1 Organization. If Buyer's nominee is a corporation, said Buyer shall be a corporation duly organized, validly existing and, at the time of Closing, will be in good standing under the laws of the Commonwealth of Massachusetts and shall have full corporate power and authority to perform its obligations under this Agreement.

6.2 Authority. Buyer has, or will have at Closing, full power and authority and has taken, or will have taken prior to Closing, all required action necessary to permit it to execute and deliver this Agreement and to execute and deliver and perform all of the obligations contained herein and all documents or instruments required hereby or incident or collateral hereto, and none of such actions will, if applicable, violate any provision of law or of the charter or by-laws of Buyer or will conflict with or violate or constitute a default under or will result in any breach of any agreement to which Buyer is a party.

6.3 Valid and Binding Obligation. This Agreement constitutes, and each instrument to be executed and delivered by Buyer in accordance herewith will constitute, the valid and legally binding obligation of Buyer, enforceable against it in accordance with its respective terms.

6.4 Liquor License. Buyer is aware of the conditions necessary to obtain a liquor license in the Commonwealth of Massachusetts and to the best of Buyer's knowledge is capable and qualified to obtain such a license.

6.4 Financial Information. Buyer acknowledges that he has examined all of Seller's financial information. Buyer is fully aware of possible risks, if any, with respect to the Business and has formed his own judgment as to the worth and potential of the Business and the Purchased Assets hereunder. Buyer is relying upon his own judgment and decision in entering into and consummating the within transaction and, except and otherwise provided for herein, is not relying on any representation, warranty or statements of Seller and/or Stockholder.

6.5 Brokers. Buyer has not incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement.

6.6 Buyer's Financial Condition. Buyer agrees that this Agreement is not contingent or otherwise conditioned upon Buyer obtaining third party financing to consummate the transactions contemplated hereby or otherwise to perform its obligations hereunder.

6.7 Litigation. No litigation is pending or, to the best of Buyer's knowledge, threatened against the Buyer that could prevent the Buyer from entering into, or performing his/its obligations under this Agreement.

6.8 Full Disclosure. No representation or warranty by the Buyer in this Agreement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading. There is no fact known to

the Buyer that may materially and adversely affect Buyer's ability to consummate the transaction under this Agreement that has not been disclosed to the Buyer.

7. ADDITIONAL AGREEMENTS

7.1 Continuing Operation. From the date of execution of this Agreement until Closing, Seller shall continue to operate its Business in the ordinary course of business consistent with past practice. In furtherance of the foregoing, Seller agrees to keep Richard Schnitzlein employed on the same terms and conditions that exist as of the date hereof until the Closing (or until such sooner date that Seller elects in the event of any termination of this Agreement). The Seller shall use commercially reasonable efforts to preserve intact the goodwill of the Business and the relationships of Seller with its customers, vendors, suppliers and others having business relations with the Business.

7.2 Access. Between the date hereof and the Closing, the Seller will provide Buyer with full access during normal business hours to all files, books records and other information pertaining to the Business and furnish to Buyer and its authorized representatives, upon request, any and all financial and operating information pertaining to the Business.

7.3 Notification of Certain Matters. Between the date hereof and the Closing, the Seller will give prompt notice in writing to Buyer of any information that indicates that any representation or warranty contained herein was not true and correct as of the date hereof or at any time subsequent hereto based on the state of facts then existing, or the occurrence of any event that reasonably could have a material adverse effect on the Business.

7.4 Cooperation. The parties hereto agree to use all reasonable commercial efforts to effect the transactions contemplated by this Agreement.

8. BUYER'S CONTINGENCIES

8.1 Liquor License. This Agreement is made subject to and contingent upon Buyer's receipt of a retail alcoholic beverages license. The Buyer shall use diligent efforts to complete and submit, along with all required documentation, an application for a retail alcoholic beverages license to the Commonwealth of Massachusetts Alcoholic Beverages Control Commission on or before August 18, 2017. If, despite using diligent efforts, Buyer is unable to obtain such a license by October 15, 2017, Buyer may, at Buyer's option, cancel this Agreement, whereupon the Deposit provided in accordance with this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

8.2 Lease. The Agreement shall be subject to and contingent upon the Buyer negotiating a new lease between the landlord and the Buyer with terms that are reasonably acceptable to the Buyer. In the event that an acceptable new lease between Buyer and landlord cannot be negotiated on or before August 18, 2017, Buyer may, at Buyer's option, cancel this Agreement, whereupon the Deposit

provided in accordance with this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

9. CONDITIONS PRECEDENT

9.1 Conditions to the Obligations of Buyer. In addition to satisfaction of the Buyer contingencies set forth in Section 8 above, the obligation of Buyer to consummate this Agreement and the transactions contemplated hereby are subject further to the fulfillment, prior to or at the Closing, of the following conditions precedent:

- (a) Accuracy of Representations. Each of the representations and warranties of Seller and Stockholder shall be true and correct as though made on and as of the Closing; and, Seller and Stockholder shall, on or before the Closing, have performed all of their respective obligations hereunder which by the terms hereof are to be performed on or before the Closing.
- (b) No Litigation. There shall have been no determination by Buyer, acting in good faith, that the consummation of the transactions contemplated by this Agreement has become inadvisable or impracticable by reason of the institution or threat by any person or any federal, state or other governmental authority of litigation, proceedings or other action against Buyer, Seller or Stockholder.
- (c) Compliance. All of the covenants and obligations that Seller and Stockholder are required to perform or to comply with pursuant to this Agreement at or prior to the Closing, must have been duly performed and complied with in all material respects.
- (d) No Material Adverse Effect. There shall not have occurred any event or circumstance between the date of this Agreement and the Closing that reasonably may have a material adverse effect on the financial condition, Purchased Assets or Business of the Seller. The foregoing shall not, however, apply to any event or circumstance arising out of or resulting from (i) any financial or economic conditions in the Seller's industry in general; (ii) any changes in financial markets or general economic conditions; (iii) political conditions, including acts of war (whether or not declared), armed hostilities and terrorism, or developments or changes therein; (iv) any conditions resulting from natural disasters; or (ix) changes in any laws or accounting principles.
- (e) Documents. Each document required to be delivered by Seller and Stockholder at or prior to Closing must have been delivered.

9.2 Conditions to the Obligations of Seller and Stockholder. The obligations of Seller and Stockholder to consummate this Agreement and the transactions contemplated hereby are subject to the fulfillment, prior to or at the Closing, of the following conditions precedent:

- (a) Accuracy of Representations. Each of the representations and warranties of Buyer shall be true and correct as though made on and as of the Closing; and, Buyer shall, on or before the Closing, have performed all of its obligations hereunder which by the terms hereof are to be performed on or before the Closing.
- (b) No Litigation. There shall have been no determination by Seller and Stockholder, acting in good faith, that the consummation of the transactions contemplated by this Agreement has become inadvisable or impracticable by reason of the institution or threat by any person or any federal, state or other governmental authority of material litigation, proceedings or other action against Buyer, Seller or Stockholder.
- (c) Compliance. All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing, must have been duly performed and complied with in all material respects.
- (d) Documents. Each document required to be delivered by Buyer at or prior to Closing must have been delivered.

10. RESTRICTIVE COVENANTS

10.1 Non-Competition. During the five (5) year period following Closing, neither the Seller nor Stockholder shall, anywhere within a fifty (50) mile radius of North Grafton, Massachusetts or via an online presence, directly or indirectly, for itself or herself, or as an employee, independent contractor, partner, joint venture, member, shareholder, owner, officer, director, manager, principal, agent, trustee or in any other capacity, engage or participate in any manner in the operation of any business engaged in the sale of wine, beer or cheese at retail; provided that the foregoing restriction shall not preclude the Stockholder from accepting employment with a full-line retail supermarket chain commencing three (3) years following Closing so long as Stockholder does not provide services to customers in the cheese or wine departments.

10.2 Non-Solicitation. During the five (5) year period following Closing, neither the Seller nor Stockholder shall solicit or contact any customer of the Business (determined as of the Closing) for purposes of effecting the sale of any wine, beer, cheese, cutlery, kitchen accessory or other types of products that have at any time during the prior two (2) years been sold by the Seller.

10.3 Confidentiality. From and after the Closing, Seller and Stockholder shall not disclose any information pertaining to the Business that is of a confidential nature. Such information shall include, without limitation, customer lists, supplier lists, sales information, profit margins, other financial data and all other information which is not readily available to the public.

10.4 Enforcement. In the event Seller or Stockholder breach or threaten to commit a breach of the provisions of this Section 10, Buyer shall have the right and remedy to have the foregoing restrictions specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the Buyer and that money damages will not provide an adequate remedy. Such right of specific performance shall be in addition to any and all other rights and remedies available in law or in equity. The Seller and the Stockholder further acknowledge and agree that the restrictions set forth in this Section 10 are necessary to protect the goodwill of the Business being acquired by the Buyer hereunder and are reasonable and valid in geographic and temporal scope and in all other respects. In the event that any provision of this Section 10 shall be determined by any court of competent jurisdiction to be unenforceable by reason of its extending for too long a period of time or over too large a geographic area or over too great a range of activities, it shall be interpreted to extend only over the maximum period of time, geographic area or range of activities as to which it may be enforceable, it being intended that the Buyer shall be afforded the maximum protection permitted by law.

11. INDEMNIFICATION

11.1 Seller's and Stockholder's Indemnification. Seller and Stockholder jointly and severally agree to indemnify, hold harmless and defend Buyer against any and all claims, losses, costs and expenses, whether or not known to Seller or Stockholder prior to Closing and whether existing on the date of Closing or arising thereafter (and including without limitation, reasonable attorney's fees), incurred by Buyer and caused by or arising out of (a) any breach of any representation or warranty of Seller and Stockholder contained in this Agreement; (b) any breach by Seller of, or failure by Seller to perform, any of its covenants or other agreements set forth in this Agreement which by its terms is to be performed prior to, at or after the Closing; (c) any and all liabilities arising under oral or written contracts that are not expressly assumed by the Buyer; and (d) claims by third parties with respect to the operation of the Business during the period prior to Closing.

11.2 Buyer's Indemnification. Buyer agrees to indemnify, hold harmless and defend Seller and Stockholder against any and all claims, losses, costs and expenses, whether or not known to Buyer prior to Closing and whether existing on the date of Closing or arising thereafter (and including without limitation, reasonable attorney's fees) incurred by Seller or Stockholder and caused by or arising out of (a) any breach of any representation or warranty of Buyer contained in this Agreement; (b) any breach by Buyer of, or failure by Buyer to perform, any of its covenants or other agreements set forth in this Agreement which by its terms is to be performed prior to, at or after the Closing; (c) any and all liabilities arising under contracts that have been expressly assumed by the Buyer (but only with respect to liabilities arising after Closing); and (d) claims by third parties with respect to the operation of the Business during the period after the Closing.

12. TERMINATION; BREACH

12.1 Termination. This Agreement may be terminated on or before the Closing in the following circumstances:

- (a) by the mutual written consent of Buyer and Seller;
- (b) by either Buyer or Seller, by giving written notice of such termination to the other Party, if such other Party shall have breached any of its material covenants, obligations or agreements under this Agreement and such breach shall be incapable of cure or has not been cured within ten (10) days following the giving of written notice by the non-breaching Party to the other Party of such breach;
- (c) by Buyer in accordance with the provisions contained within Section 8 (Buyer's Contingencies);
- (d) death of the Richard Schnitzlein or serious illness of said individual, which illness is reasonably expected to preclude him from operating the Business.

12.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 12.1, this Agreement shall forthwith become void and there shall be no liability on the part of either Party except where such breach is intentional or willful.

13. MISCELLANEOUS

13.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided, however, that no assignment (other than by Buyer to a nominee that is controlled by Richard Schnitzlein) shall be made by either Party without the prior written consent of the other Party.

13.2 Fees and Expenses. Whether or not the transactions contemplated hereby are consummated, and except as otherwise specified herein, each Party shall bear its own costs and expenses with respect to the transactions contemplated by this Agreement.

13.3 Severability. Each of the provisions contained in this Agreement shall be severable, and the unenforceability, invalidity or illegality of one shall not affect the enforceability of any others or of the remainder of this Agreement.

13.4 Waiver. The failure or delay of any Party to enforce any condition or part of this Agreement at any time shall not be construed as a waiver of that condition or part, nor shall it forfeit any rights to future enforcement thereof. Any single or partial exercise of any right shall not preclude any other or future exercise thereof or any other right. Any waiver hereunder shall be effective only if delivered to the other Party hereto in writing by the Party making such waiver.

13.5 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the Laws of the Commonwealth of Massachusetts without regard to the conflicts of Laws provisions thereof.

13.6 Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof and thereof.

13.7 Counterparts. The Parties may execute this Agreement (including by electronic transmission) in one or more counterparts, and each fully executed counterpart shall be deemed an original.

13.8 Further Documents. Each of Buyer and Seller shall, at the request of the other Party, execute and deliver to such other Party all such further instruments, assignments, assurances and other documents as such other Party may reasonably request in connection with the carrying out of this Agreement and the transactions contemplated hereby.

13.9 Notice. All notices hereunder shall be deemed to have been given when delivered in person or, if mailed, when actually received by the person to whom addressed. Such actual receipt shall be conclusively presumed within 3 days of mailing such notice if mailed by registered or certified mail, or within 1 business day if sent by any commercial courier service, addressed to any party at its address set forth below or at any other address notified in writing to the other parties hereto:

To Seller:

Copy to: Todd S. Rosenfield, Esq.
The Socius Law Firm
1900 West Park Drive, Suite 280
Westborough, MA 01581

To Buyer: Richard Schnitzlein
23 Pleasant Street
Upton, MA 01568

Copy to: Barry E. Gold, Esq.
Conn Kavanaugh
One Federal Street, 15th Floor
Boston, MA 02110

13.10 Amendments. This Agreement may not be amended or modified, nor may compliance with any condition or covenant set forth herein be waived, except by a writing duly and validly executed by each party hereto, or, in the case of a waiver, the party waiving compliance.

13.11 Entire Agreement. This Agreement, any and all referenced Exhibits and Schedules and the other writings specifically identified herein or contemplated hereby, is complete, reflects the entire


agreement of the parties with respect to its subject matter, and supersedes all previous written or oral negotiations, commitments and writings. No promises, representations, understandings, warranties and agreements have been made by any of the parties hereto except as referred to herein or in such other writings; and all inducements to the making of this Agreement relied upon by either party hereto have been expressed herein or in such other writings.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day set forth above.

BUYER (individually):

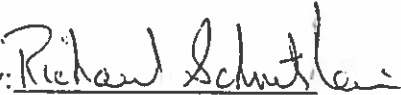

Richard Schnitzlein

SELLER: PECORINO, INC.

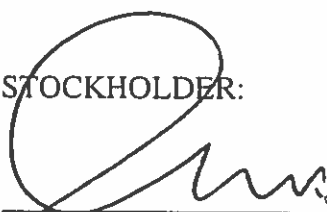
By: 
Title: President

BUYER'S NOMINEE (if applicable):

SILENUS' CELLARS, INC.

By: 
Title: President

STOCKHOLDER:


Simone Linsin

The Socius Law Firm
(as holder of the escrow only)

By: 

SCHEDULES

5.8 - Purchase Orders, Gift Certificates, Vouchers, Coupons and Entitlements

5.9 - Contracts

1588955.5 07654.000

D

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Articles of Organization (General Laws Chapter 156D, Section 2.02; 950 CMR 113.10)

FORM MUST BE TYPED

ARTICLE I

The exact name of the corporation is:

SILENUS' CELLAR, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

To engage in the retail sale of wine, beer, cheese, cutlery, kitchen accessories and related items of all kinds and descriptions.

ARTICLE III

State the total number of shares and par value, * if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
COMMON	275,000			

*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

N/A

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

NONE

ARTICLE VI

Other lawful provisions, and if there are no such provisions, this article may be left blank.

SEE CONTINUATION SHEETS VI-A AND VI-B

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLES OF ORGANIZATION -- Continuation Sheet VI-A

The By-Laws of the Corporation may provide that the directors may make, amend or repeal the By-Laws, in whole or in part, except with respect to any provision thereof which, by law, the Articles of Organization, or the By-laws, require action exclusively by the stockholders entitled to vote thereon; but any By-Law adopted by the Board of Directors may be amended or repealed by the stockholders.

All meetings of stockholders of the Corporation may be held within the Commonwealth of Massachusetts or elsewhere within the United States. The place of such meetings shall be fixed in, or determined in the manner provided in, the By-Laws.

The Corporation may be a partner, general or limited, in any business enterprise which it would have the power to conduct by itself.

Except as otherwise provided by law, no stockholder shall have any right to examine any property or any books, accounts or other writings of the corporation if there is reasonable ground for belief that such examination will for any reason be adverse to the interests of the corporation, and a vote of the directors refusing permission to make such examination and setting forth that in the opinion of the directors such examination would be adverse to the interests of the corporation shall be prima facie evidence that such examination would be adverse to the interests of the corporation. Every such examination shall be subject to such reasonable regulations as the directors may establish in regard thereto.

ARTICLES OF ORGANIZATION -- Continuation Sheet VI-B

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director notwithstanding any statutory provision or other law imposing such liability, provided, however, that this provision shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 61 or 62 of the Business Corporation Law as the same exists or hereafter may be amended, or (iv) for any transaction from which the director derived an improper personal benefit, it being the intention of this provision to limit the liability of a director to the maximum extent allowed by law. If the Business Corporation Law hereafter is amended to authorize the further elimination of, or limitation on, the liability of directors, then the liability of a director of the Corporation, in addition to the limitation of personal liability provided herein, shall be limited to the fullest extent permitted by such amendment or amendments. Any repeal or modification of this provision by the stockholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE VII

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:
23 Pleasant Street, Upton, MA 01568
- b. The name of its initial registered agent at its registered office:
Richard Schnitzlein
- c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location).

President: Richard Schnitzlein - 23 Pleasant Street, Upton, MA 01568

Treasurer: Richard Schnitzlein - Same As Above

Secretary: Richard Schnitzlein - Same As Above

Director(s): Richard Schnitzlein - Same As Above

- d. The fiscal year end of the corporation:
December 31
 - e. A brief description of the type of business in which the corporation intends to engage:
Retail sale of wine, beer, cheese, cutlery, kitchen accessories and related items
 - f. The street address of the principal office of the corporation:
23 Pleasant Street, Upton, MA 01568
 - g. The street address where the records of the corporation required to be kept in the commonwealth are located is:
23 Pleasant Street, Upton, MA 01568, which is
(number, street, city or town, state, zip code)
- ☒ its principal office;
☐ an office of its transfer agent;
☐ an office of its secretary/assistant secretary;
☐ its registered office.

Signed this 8th day of August, 2017 by the Incorporator(s):

Signature: Richard Schnitzlein

Name: Richard Schnitzlein

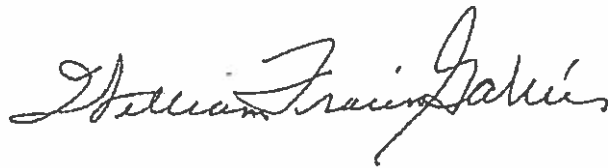
Address: 23 Pleasant Street, Upton, MA 01568

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

August 08, 2017 03:50 PM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation	<input type="text"/>	First Name	<input type="text" value="RICHARD"/>	Middle Name	<input type="text" value="PAUL"/>	Last Name	<input type="text" value="SCHNITZLEIN"/>	Suffix	<input type="text"/>
Title:	<input type="text" value="PRESIDENT"/>	Social Security Number	<input type="text"/>		Date of Birth	<input type="text"/>			
Primary Phone:	<input type="text"/>		Email:	<input type="text"/>					
Mobile Phone:	<input type="text"/>		Fax Number	<input type="text"/>					
Alternative Phone:	<input type="text"/>								

Business Address

Street Number:	<input type="text" value="135"/>	Street Name:	<input type="text" value="WESTBORO RD"/>
City/Town:	<input type="text" value="NORTH GRAFTON"/>	State:	<input type="text" value="MA"/>
Zip Code:	<input type="text" value="01536"/>	Country:	<input type="text" value="USA"/>

Mailing Address

☐ Check here if your Mailing Address is the same as your Business Address

Street Number:	<input type="text" value="23"/>	Street Name:	<input type="text" value="PLEASANT ST"/>
City/Town:	<input type="text" value="LUTON"/>	State:	<input type="text" value="MA"/>
Zip Code:	<input type="text" value="01568"/>	Country:	<input type="text" value="USA"/>

Types of Interest (select all that apply)

<input type="checkbox"/> Contractual	<input checked="" type="checkbox"/> Director	<input type="checkbox"/> Landlord	<input type="checkbox"/> LLC Manager
<input type="checkbox"/> LLC Member	<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Officer	
<input type="checkbox"/> Partner	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Sole Proprietor	<input checked="" type="checkbox"/> Stockholder
			<input type="checkbox"/> Other

Citizenship / Residency Information

Are you a U.S. Citizen?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Are you a Massachusetts Resident?	<input checked="" type="radio"/> Yes <input type="radio"/> No
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Criminal History

Have you ever been convicted of a state, federal, or military crime?	<input type="radio"/> Yes <input checked="" type="radio"/> No	If yes, please provide an affidavit explaining the charges.
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ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☒ Direct ☐ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

100%

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

DATE: 08/11/2017

At a meeting of the Board of Directors of Silenus' Cellar, Inc., held at 23 Pleasant St, Upton, MA 01568, on the 11th day of August, 2017, it was duly voted that the Corporation apply to the Licensing Board of the Town of Grafton, and the ABCC (Alcoholic Beverages Control Commission), for the transfer of the liquor license from Pecorino, Inc (Simone Linsin) to Silenus' Cellar, Inc.

The Directors:

"VOTED: To authorize Richard Schnitzlein to sign the application submitted in the name of Silenus' Cellar, Inc., and to execute in the Corporation's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint Richard Schnitzlein of Silenus' Cellar, Inc., as its manager or principal representative, and hereby grant him/her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

"VOTED: That a copy of this vote duly certified by the Secretary of the Corporation and delivered to the manager appointed, or principal representative, shall constitute the written authority required."

It is hereby certified that all the Directors of Silenus' Cellar, Inc., a Corporation duly organized under the laws of the Commonwealth of Massachusetts, are citizens of the United States and a majority are residents of the Commonwealth of Massachusetts.

A true copy attest,

A handwritten signature in cursive script, appearing to read "Richard Schnitzlein", written in dark ink.

Corporation Secretary's signature

Sargon Hanna
Manager, Grafton Ishtar, LLC
Grafton Ishtar, LLC
208 Brigham Hill RD
North Grafton, MA 01536
8/10/2017

Richard Schnitzlein
23 Pleasant St
Upton, MA 01568

Dear Richard Schnitzlein:

This letter will serve as a letter of intent for Grafton Ishtar LLC and yourself to enter into a lease agreement for the property located at 135 Westboro Rd, North Grafton, MA 01536, more specifically the 900 Square feet that is home to Pecorino's. Signing of the lease shall be contingent to you receiving all the licenses and approvals from the ABCC and local liquor licensing board as well as any other necessary approvals to run the business.

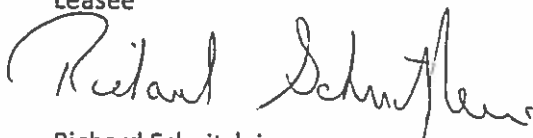
Grafton Ishtar LLC is the owner of record for 135 Westboro Rd, North Grafton, MA 01536. I am the manager of the LLC with the title I am authorized to execute, acknowledge, deliver and record any recordable instrument on behalf of the Company purporting to affect an interest in real property.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sargon Hanna', followed by a long horizontal line extending to the right.

Sargon Hanna
Manager, Grafton Ishtar, LLC

Leasee

A handwritten signature in black ink, appearing to read 'Richard Schnitzlein', written in a cursive style.

Richard Schnitzlein
Silenus' Cellar, Inc

LEASE

This Lease is made as of the 25th day of May, 2017 by and between Grafton Ishtar, LLC, hereinafter referred to as "LANDLORD" and with a principal place of business located at 208 Brigham Hill Rd, N. Grafton, MA 01536 and _____, Inc. hereinafter referred to as "Tenant" with a principal place of business located at 135 Westboro Rd, N. Grafton, MA 01536.

1. PREMISES; USE; QUIET ENJOYMENT

1.1 Premises. Landlord hereby leases to Tenant and Tenant leases from Landlord, upon the terms contained in this lease, the "Premises" known as 135 Westboro Rd, N. Grafton, MA 01536 being a portion of the real estate located at 135 Westboro Rd, North Grafton MA 01536, containing an area of approximately 900 square feet more or less, reserving to the Landlord and excepting from the Premises, however, the exterior walls of the Building, excluding plate glass. The Premises are at the same location occupied previously by Pecorino, Inc.

Appurtenant to the Premises, the Tenant shall have the right, in common with others, to use the sidewalks, parking lots and open areas adjacent to the Building, subject to reasonable regulations as may from time to time be promulgated by the Landlord.

The Landlord further reserves the right from time to time and without unreasonable interference with the Tenant's use to install, use, maintain, repair, replace and relocate for service to the Premises or other parts of the Building, or either pipes, ducts, conduits, wires and appurtenant fixtures, wherever located in the Premises or Building, and to alter or relocate any other common facility, provided the substitution and substantially equivalent or better.

1.2 Use. The Premises are leased to Tenant for the sole purpose of sales and service of wine, beer and cheese products, towels, cutlery, kitchen accessories and related products. Tenant shall not use or permit use of the premises for any other purpose without written consent of the Landlord, which consent shall not be unreasonably withheld.

1.3 Right to Lease. The Landlord covenants with the Tenant that said Landlord has good right to lease said Premises. Upon paying the rent and all other amounts provided in this Lease and upon performing all of its obligations under the lease, Tenant shall be entitled to lawfully occupy the Premises during the term of this Lease without hindrance by Landlord or any person claiming under or through Landlord.

2. TERM; OPTION TO EXTEND

2.1 Term of Lease. The term of this lease shall be for five (5) years beginning on [August 1, 2017] and shall end on [July 31, 2022], unless extended or terminated as provided herein.
[Actual dates to be added once Mr. Schnitzlein completes the purchase]

2.2 Option to Extend. Provided and on condition that Tenant has during the whole of the term provided for, faithfully complied with and performed in all material respects all of the covenants and conditions of the Lease on its part to be performed, the Tenant herein is hereby given the option to renew the within Lease as provided for in Paragraph 17 hereof.

3. RENT

3.1 Payment of Rent. The Tenant shall pay rent during the term of this Lease to the Landlord at such place as the Landlord may designate in writing from time to time, the following being presently designated: payable to Elias Hanna, 58 Brigham Hill Rd, Grafton, MA 01519.

The monthly and annual rent for the term of this Lease shall be as follows:

Period	Monthly Rent	Annual Rent
08/01/2017 to 07/31/2018	\$900.00	\$10,800.00
08/01/2018 to 07/31/2019	\$925.00	\$11,100.00
08/01/2019 to 07/31/2020	\$950.00	\$11,400.00
08/01/2020 to 07/31/2021	\$975.00	\$11,700.00
08/01/2021 to 07/31/2022	1000.00	\$12,000.00

Beginning [August 1, 2017], rent shall be payable on the first day of each month during the Term in the monthly installments listed above. All rent shall be payable by the Tenant's business check, or in lawful money of the United States, at Landlord's address as herein provided, or such other place as Landlord may from time to time designate in writing to Tenant, on the first day of each month during the term hereof.

3.2 Holding Over By Tenant. In case the Tenant shall, with written consent of the Landlord endorsed hereon, or on the duplicate hereof, at any time continue to occupy The Premises beyond the date specified as the termination of the Lease, the Tenant shall hold the Premises

upon the same terms, and under the same stipulations and agreements as are contained in this Lease, and no holding over by Tenant shall operate to renew this Lease without such written consent of said Landlord. Should the Tenant hold over without such written consent, no tenancy shall be created thereby, but Tenant shall be liable for the reasonable value of the use and occupancy of the Premises during the said holdover and all costs of retaking said Premises by Landlord.

3.3 Late Charge. Tenant shall pay a late charge of three (3%) of the amount of the monthly rent if any installment of monthly rent is not paid in full on or before the 15th of the month, after verbal notice from the Landlord. The late charge shall be in addition to, not instead of, any other remedies of Landlord.

4. TAXES

4.1 Real Estate Taxes. Landlord is responsible for all Real Estate Taxes for the Premises.

4.2 Personal Property Taxes. Tenant shall be responsible for any and all personal property taxes for all of Tenant's equipment and/or personal property kept on the Premises.

5. INSURANCE

5.1 Liability Insurance. The Tenant will keep in force public liability insurance with single limits of not less than One Million and No/100 (\$1,000,000.00) Dollars for bodily injury and death and Two Hundred Fifty Thousand and No/100 (\$250,000.00) Dollars for property damage which may arise or occur out of the Tenant's occupancy, maintenance and use of the Premises, and will name the Landlord as an additional insured on the policy. Tenant shall in addition carry plate glass insurance in an amount equal to the replacement cost of the plate glass for the leased Premises. The policy shall provide, to the extent obtainable, that Landlord receive at least 30 days prior notice of cancellation or non-renewal policies. Tenant will furnish the Landlord with a copy of said policy including renewal policies and will pay the premiums for said insurance when due.

5.2 Property Insurance. Tenant will insure all of Tenant's property in the Premises. Landlord is responsible to insure the buildings and common areas. The parties will each furnish the other with copies of all policies on request of the other, and shall pay all premiums for said insurance when due.

5.3 Waiver of Subrogation. To the extent permitted by their respective insurers, the parties release each other, and their respective authorized representatives, from any claims for damage

to any person or to the Premises and to the fixtures, personal property, and alterations of either Landlord or Tenant in or on the Premises that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Each party shall attempt to cause each insurance policy obtained by him to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. If an insurance policy can be obtained with a waiver of subrogation only by the payment of an additional premium charge, the party requesting the waiver may, at its option, secure that provision by paying the additional premium.

It is further understood that Landlord shall not be responsible for damage to any personal property belonging to the Tenant, or any other person that is in or upon the Premises or adjacent parking area caused by water, snow, ice or other elements for any other or like casualty or calamity, unless any such loss directly results from the Landlord's negligence.

6. UTILITIES

6.1 Payment of Heat/AC. Tenant pays for heating and AC.

6.2 Payment of Electricity. Tenant pays electricity on the basis of meter readings directly to the utility provider; each building is separately metered.

6.3 Payment of Water /Sewer. Landlord pays for water and sewer on the basis of meter reading directly to the utility provider.

6.4 Payment of Rubbish Removal. Landlord will supply dumpster on location. Tenant pays 1/6th of total bill. Tenant shall include payment along with payment of the rent.

6.4 All Other Utility Charges. All other utilities used by Tenant for the benefit of Tenant such as telephone, hot water, refrigeration and any other service and/or utility which the Tenant may require for the operation of its business shall be provided for and paid for by the Tenant.

The Tenant agrees to pay directly to the authority charged with the collection thereof, all charges for gas/oil heat, air conditioning, electricity, telephone, and other utilities (other than water and sewer) used or consumed in the Premises. Provided that the water and sewer usage may become separately metered or sub-metered, then the Tenant shall reimburse the Landlord the cost of the charges paid by the Landlord for water and sewer used or consumed in the Premises. The Tenant shall make arrangements for such utilities and the Landlord shall be under no obligation to furnish any utilities to the Premises and shall not be liable for any interruption or failure in the supply of any such utilities to the Premises, nor shall any such interruption or

failure entitle the Tenant to an abatement of rent. The tenant agrees at all times to keep sufficient heat in the Premises to prevent pipes therein from freezing.

7. TENANT'S MISCELLANEOUS COVENANTS

7.1 Snow, Landscaping and Refuse Removal. Tenant shall be responsible for the snow and ice removal from sidewalk in front of the leased Premises. Landlord shall be responsible for snow plowing and sanding of the parking areas surrounding the building. Landlord shall be responsible for all landscaping, and mowing the grass of the premises. Tenant shall be responsible for removal of all refuse generated by its activities which cannot be disposed of in the on-location dumpster by licensed refuse haulers at Tenant's expense.

7.2 Use of Premises. In addition to Tenant's other agreements in this Lease, Tenant agrees as follows:

A. Tenant agrees that it, its employees and visitors will not cause any damage nor misuse the leased Premises.

B. The Tenant shall, throughout the term of his Lease, at its sole expense, promptly comply with all laws and regulations of all Federal, State and municipal governments and appropriate departments, commissions, boards, and officers thereof, including but not limited to the Health Department of the City of Worcester, and/or the Commonwealth of Massachusetts, and the orders and regulations of the National Board Of Fire Underwriters or any other body now or hereafter exercising similar functions, which may be applicable to the Tenant's particular use of the leased Premises, and shall hold Landlord harmless from any fine, penalty or other charges that may be imposed as a result of any such noncompliance.

C. Tenant agrees that at the expiration or termination of this Lease, Tenant will peaceably yield up the Premises in good condition, except for reasonable wear and tear and damage from fire or other casualty for which Tenant is not responsible.

7.3 Tenant's Affirmative Covenants. Tenant covenants that, during the lease term, any renewal or extension thereof, and any period of holding over, Tenant will:

- A. pay when due all rent and other charges payable by Tenant hereunder;
- B. occupy and use the Premises only as herein provided;
- C. replace with glass of like and kind and quality all glass in or immediately about the Premises which may become damaged or destroyed and otherwise keep the Premises in as good order, repair and condition as the same are in at the occupancy date or earlier date of taking possession, or as the same may be put in thereafter, damage by fire or other casualty and reasonable wear and tear excepted, and at termination of this lease will peaceably yield up the Premises with all additions, alterations, and improvements thereto in such good order, repair, and condition, having first removed all goods and effects not attached to the Premises and repairing any damage caused thereby, except to the extent covered by insurance required to be maintained by Landlord under this lease, and will leave the Premises clean and tenantable;
- D. pay when due all taxes assessed by any public authority having jurisdiction against Tenant's leasehold interest or personal property of any kind owned or placed in or about the Premises by Tenant;
- E. permit Landlord or Landlord's agents to examine the Premises at reasonable time and at Landlord's election, to make repairs or additions as Landlord may deem necessary;
- F. comply with all health, safety, and police requirements and obtain all required licenses or permits relative to the Premises or use thereof and not within the sole responsibility of Landlord;
- G. maintain so called "contents and improvements" casualty insurance covering Tenant's leasehold improvements and other property owned by Tenant or for which Tenant is responsible which may at any time be located in the Premises;
- H. pay to Landlord twice the amount of Rent applicable to each month or part thereof during which Tenant may remain in possession of any part of the Premises after expiration or termination as determined by a court of competent jurisdiction of this lease, however occurring together with any damages suffered by Landlord on account thereof, and this covenant shall not restrict Landlord's right of re-entry elsewhere herein provided;

I. pay to Landlord interest, at the rate of three (3%) percent per annum, on all sums whatever becoming due under this Lease and not paid within 15 days of their due date, if called upon by Landlord so to do; and

J. pay Landlord's cost and expense, including reasonable attorney's fees, incurred (1) in enforcing any obligation of Tenant under this lease relative to the institution of any proceedings in a court of competent jurisdiction or (2) as a result of Landlord, without its fault, being made party to any litigation pending by or against Tenant or any persons claiming through or under Tenant to the extent Landlord's cost is not covered by Landlord's or Tenant's insurance policies.

7.4 Tenant's Negative Covenants. Tenant covenants that during the lease term, any renewal or extension thereof, and any period of holding over, Tenant will not:

A. place any signs or other objects outside the Premises, either in corridors or on exterior building walls, including without limitation window or door signs, and will maintain no draperies or other window coverings or lighting within the Premises which will affect the exterior appearance of the Building or the appearance of interior space outside the Premises, without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. Landlord agrees that existing exterior, window and door signs used by Pecorino, Inc. prior to this Lease are acceptable;

B. injure, deface, or overload the Premises or Building or permit therein any flammable fluids, or chemicals, or equipment, or machines, or other materials which may be dangerous to property, life, or limb unless kept and maintained in accordance with law;

C. place or maintain machines or equipment in a manner or location permitting noise or vibration therefrom to unreasonably escape the Premises;

D. permit on the Premises any unlawful act or conduct, or any nuisance or objectionable noises or odors; nor

E. permit any employee, business invitee, or visitor of Tenant to violate any covenant or obligation of Tenant under this Lease.

8. ENVIRONMENTAL MATTERS

8.1 Storage of Toxic Substance. Tenant agrees that at no time will it handle, store and dispose of any chemicals, petroleum products or hazardous substances, and all substances regulated under environmental protection laws or health and safety Laws, in or upon the Premises except in accordance with law.

9. REPAIRS, MAINTENANCE AND ALTERATIONS

9.1 Repairs of Damage Caused By Tenant. Notwithstanding any provisions which place responsibility for certain repairs on the Landlord, Tenant shall be solely responsible for repairing any and all damage to the Premises not covered by Landlord's insurance which is caused by the negligence of misuse of the Premises by Tenant, its employees, or its visitors, or by any alterations installed by Tenant, or otherwise caused by the activities of Tenant, its employees or its visitors.

9.2 Structural Repairs and Maintenance: Liability of Landlord. Landlord shall maintain and repair, as necessary, all structural portions of the building on the Premises, which shall include the roof (including rafters, roof sheathing and roof coverage), foundation, exterior walls(including exterior wall covering), supporting members of interior bearing walls, chimney and flues, sewer line and main water line(s) coming into the building. Landlord shall not be liable for water damage arising from leaks or other sources, or for any other damage arising from defects in said structural portions of the building, provided that landlord makes reasonable efforts to repair the same after receiving notice thereof. Tenant agrees to promptly notify the Landlord of any such defect.

9.3 Other Repairs, Replacement and Maintenance. Tenant shall maintain the plumbing and heating systems and components thereof exclusively servicing the Premises in good condition and repair so as to provide said services to the Premises. Tenant shall be responsible for ordinary maintenance and repair to said systems within the Premises. Tenant shall be entirely responsible for any repairs caused by negligence of misuse of the said systems by Tenant, its employees, or its visitors. Tenant agrees to keep the Premises in a neat and clean condition at all times.

9.4 Common Areas. Landlord shall maintain all common areas of the Premises, including but not limited to parking areas and the lighting, landscaping, and snow removal and sanding of same, and otherwise properly maintaining and keeping the common area in good repair and free of snow, ice and debris.

9.5 Alterations. Tenant may, at its own expense, make non-structural alterations to the Premises with the consent of the Landlord, which consent shall not be unreasonably withheld.

9.6 Compliance with Building Code: Status of Alterations at End of Lease. All alterations done by Tenant shall be done in conformity with all applicable laws and ordinances, including but not limited to zoning regulations, building codes and fire codes. At Landlord's option, Tenant shall remove all or any of said alterations at the expiration or termination of this Lease and restore the Premises to a condition substantially the same as its prior condition. If Landlord does not elect to have Tenant remove said alterations, then all such alterations shall become a part of the Premises, and may not be removed at the end of this Lease, except that Tenant may remove its movable trade fixtures provided that Tenant repairs any damage caused by removal.

9.7 Mechanic's Liens. Tenant shall obtain a release, of any mechanic's liens recorded against the Premises for work performed by Tenant within thirty (30) days after any such recording, or shall provide to Landlord a cash or surety bond or letter of credit to cover 100% of the amount claimed by such lienor.

9.8 Sidewalks. The Tenant further agrees to keep the sidewalks in front of the Premises clean and free of debris, obstructions, snow and ice.

10. DAMAGE OR DESTRUCTION

10.1 Restoration after Damage or Destruction by Fire or Other Casualty. In the event the Premises are partially or totally damaged or destroyed by fire or other casualty, Tenant shall immediately give Landlord notice of such damage or destruction. Unless Landlord or Tenant has elected to terminate this Lease in accordance with Section 10.3 below, Landlord shall, at his own expense and with due diligence, rebuild or restore the Premises.

10.2 Reduction of Rent. If the Premises are destroyed or damaged to the extent that Tenant is unable to remain open for business, Tenant shall not be obligated to pay rent during the period that Tenant is unable to remain open for business. If Tenant is unable to remain fully open for business notwithstanding the damage, then Rent shall be partially reduced based upon the extent to which the damage interferes with Tenant's use of the Premises.

10.3 Termination of Lease. In the event that the Premises are damaged or destroyed to the extent that Tenant is unable to conduct his business in a substantially normal manner thereon, either Landlord or Tenant may terminate this Lease, as of the date such damage or destruction, by notice to the other within fifteen (15) days after such damage or destruction. However, Tenant shall not have any right to terminate this Lease if the damage or destruction was caused by Tenant's negligence or misuse of the Premises.

11. ASSIGNMENT AND SUBLEASE

11.1 No Assignment or Subletting. Tenant may not assign this Lease or sublet all or any part of the Premises except with Landlord's written consent, which consent will not be unreasonably withheld. If Tenant assigns this Lease, upon acceptance of the new tenant by Landlord, Tenant shall be relieved of liability under this Lease. If Tenant is a corporation, a transfer of a controlling interest in the stock of the corporation shall constitute an assignment under this Lease.

12. DEFAULT PROVISIONS

12.1 Default in Payment of Rent. Tenant shall be in default under this Lease if Tenant fails to pay any installment of Rent within seven (7) days after it is due. Rent shall not be deemed paid until it is actually received by Landlord. Landlord shall give written notice to Tenant if Landlord fails to receive Rent and Tenant shall have three (3) days thereafter to make payment.

12.2 Other Monetary Defaults. If Tenant fails to pay any sums due under this Lease to any third parties (such as, but not limited to, liability insurance premiums) when due under this Lease, and such failure continues for fifteen (15) days after Tenant receives written notice thereof from Landlord, then such failure to pay shall constitute a default by Tenant under this Lease.

12.3 Non-Monetary Defaults. If Tenant fails to perform any of the non-monetary obligations of Tenant under this Lease, and such failure continues for a period of fifteen (15) days after Tenant receives written notice thereof from Landlord specifying the nature of such failure and the action required to cure such failure, then such failure shall be deemed a default by Tenant under this Lease; provided however, if Tenant commences to cure such default during such period of time, Tenant shall be permitted to continue to pursue such cure to completion in which case Tenant shall not be considered in default hereunder.

12.4 Bankruptcy. The occurrence of any of the following shall constitute a default by Tenant under this Lease:

- A. The appointment by any court of a receiver or trustee to take possession of any assets of Tenant, such receivership or trusteeship remaining undischarged or uncontested for a period of ninety (90) days;
- B. A general assignment by Tenant for the benefit of creditors; or

C. The filing of a voluntary or involuntary petition in bankruptcy by or against Tenant, which petition attempts to modify Tenant's obligations under this Lease, such petition remaining undischarged or uncontested for a period of ninety (90) days.

12.5 Landlord's Right To Perform Tenant's Obligations. If Tenant fails to pay any sums payable by them to third parties under this Lease or fails to perform any other obligations of Tenant under this Lease, Landlord may (but shall not be obligated to) pay such sums or perform such obligations, and may pay any expenses incidental thereto. All sums so paid by Landlord and reasonable expenses incurred by Landlord in the performance of Tenant's obligations under this Lease shall constitute Additional Rent payable to Landlord on demand, and failure to pay such Additional Rent shall constitute a new default pursuant to the provisions of Section 12.1 above.

12.6 Termination by Landlord. If Tenant is in default under this Lease, Landlord shall be entitled to recover from Tenant all damages, reasonable attorney's fees and costs Landlord incurs as a consequence of the default and, at Landlord's option, may terminate this Lease without serving a notice to quit on Tenant, which notice Tenant hereby waives, all in accordance with Massachusetts law. Upon such termination Tenant shall quit and surrender the Premises to Landlord, but such termination shall not affect the Landlord's right to recover damages or exercise any other rights provided by law or by this Lease. The Tenant hereby waives any and all right to recover or regain possession of demised Premises or to reinstate or to redeem this Lease as permitted or provided by or under any statute, law or decision now or hereinafter in force and effect.

12.7 Landlord's Rights on Breach of Lease by Tenant. In the event that the Tenant breaches any covenant of this Lease, and the Landlord exercises his right to terminate this Lease or to recover possession of the Premises, the Tenant agrees to pay all damages incurred by the Landlord, including, but not limited to, arrears of rent, damages suffered by the Landlord due to the vacancy of the Premises during the unexpired term of this Lease less the costs associated with such re-letting and all Court costs and reasonable attorney's fees incurred by the Landlord either to recover possession of the Premises or to collect any damages due to the Landlord hereunder from the Tenant hereunder. However, in no event shall Landlord have an affirmative obligation to assume responsibility to re-let said Premises or seek other tenants therefore, except as required by Massachusetts law. The receipt by the Landlord of any sum of money from the Tenant after the giving by the Landlord of any notice to quit possession shall not reinstate, continue or in any manner impair the effect of such notice to quit and such payment of money shall be deemed conclusively to be payment for the reasonable use and occupancy of the Premises.

13. LIABILITY OF LANDLORD

13.1 Transfer of Interests. If Landlord sells the Premises during the term of this Lease and turns over to the new owner any advance rent paid by Tenant and any security deposit of Tenant, Landlord shall not be liable for any act or omission or event occurring after such sale. The purchaser of the building shall be deemed to have assumed and agreed to carry out any and all of Landlord's obligations, both prior to and following such conveyance. Any new owner agrees to be bound by the terms of this Lease. Tenant has a thirty days first option of purchasing the buildings if land lord choose to sell it at any time during the lease period

14. CONDEMNATION

14.1 Total Taking. If the entire premises are condemned or taken under the power of eminent domain by any public or quasi-public authority, the term of this Lease shall terminate as of the date of such taking.

14.2 Partial Taking. If any portion of the Premises or access thereto is condemned or taken by eminent domain proceedings so far as to render the Premises unsuitable by Tenant as reasonably determined by Tenant for his business (which shall be deemed to be a "partial taking"), then Tenant shall have the right to terminate this Lease by giving Landlord notice of such termination within thirty (30) days after receipt by Tenant of written notice of such "partial-taking".

14.3 Restoration. If a partial taking occurs and Tenant does not elect to terminate this Lease pursuant to Section 14.2 above, Landlord shall restore the Premises to a condition usable by Tenant, but Landlord shall not be required to spend a greater amount on said restoration than is awarded to Landlord by the condemning authority for such taking. If a partial taking occurs and Tenant does not elect to terminate this Lease, but remains in the portion of the Premises which has not been condemned, there shall be no adjustment in the amount of Rent payable hereunder,

14.4 Distribution of Award. Any condemnation award shall belong to Landlord except to the extent a portion of the award includes payment for any of Tenant's fixtures or property..

15. MISCELLANEOUS

15.1 Inspection and Access. Landlord shall have access to the Premises during Tenant's business hours, upon reasonable notice to Tenant. In addition, Landlord shall have access to the Premises at all times, without notice to Tenant, in the event of emergency. Tenant shall permit



Grafton, MA

30 Providence Road

Phone: 508-839-5335

Citizen Activity Form

Good Government Starts with You

Date Submitted: August 28, 2017

Name: Patrick J Huegel

Home Address: 10 Westview Street
Grafton MA 01519

Mailing Address: 10 Westview Street
Grafton MA 01519

Phone Number(s): (508)-353-5225 - Cell

Email Address: patrickhuegel@gmail.com

Current Occupation/Employer: Marketing / AAFCPAs

Narrative: I'm interested in joining the conservation committee. I have a passion for the environment and smart conservation of our lands. I have a degree in marketing and my professional background is in marketing and strategic business; on my personal side I enjoy hiking, traveling, working on my yard, house, and garden, and being outdoors in general - which is what led me to be interested in this committee. I work full time, about 9-5 but reside in Grafton and have a relatively flexible schedule during the week. Happy to answer any other questions! - Pat Huegel

Board(s) / Committee(s): CONSERVATION COMMISSION



TOWN CLERK

Kandy L. Lavallee
Interim Town Clerk

TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD
GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext. 1195
www.grafton-ma.gov
email: clerks@grafton-ma.gov

Bruce W. Spinney, III
Board of Selectmen Chair
30 Providence Road
Grafton, MA 01519

Dear Mr. Spinney,

I would like to recommend the appointment of the following individual as an Election Worker for the Town of Grafton:

Lydia M. Bogar
8 Bernard Road
North Grafton, MA 01536

Thank you,

Kandy L. Lavallee
Interim Town Clerk

TOWN OF GRAFTON

DATE: JULY 1, 2017

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

Superior Sealcoat, Inc.
236 Andover Street
Wilmington, Massachusetts 01887

1. This is a Contract for the procurement of the following:

The contractor shall provide all labor, equipment, vehicles, insurance and related business processes to furnish and supply Random Pavement Crack Sealing by Fiber Reinforced Method.

2. The Contract price to be paid to the Contractor by the Town is as follows:

\$6.94 per gallon

3. Payment will be made as follows:

3.1

3.1.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.3 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security

4.1 The Contractor must provide security in the form of a payment bond in the amount of 100% of the contract price, conditioned upon the faithful performance of this Contract. The surety company must be qualified to do business under the laws of the Commonwealth of Massachusetts and must be satisfactory to the Town. Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated copy of the Power of Attorney.

5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before June 30, 2018, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

- 9.1 **Without Cause.** The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2 **For Cause.** If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.
- 9.3 **Default.** The following shall constitute events of a default under the Contract:
any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the

specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to

time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section "affirmative action" means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an "Equal Opportunity Employer";
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

22. Insurance

22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$2 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$2 Million annual aggregate for property damage and \$1 Million per person and \$2 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.

- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Ashland shall be a party.

If this Contract is for Construction, the following provisions will apply:

See SUPPLEMENT S attached hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

Chairman, Board of Selectmen

The Contractor by:

 PRES 8-11-17

Signature Date

ROBERT VITA, PRES.

Print Name & Title

Certified as to Form:

Town Counsel Date

Certified as to
Appropriation/Availability of Funds:

Town Accountant Date

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, ~~entity, or group of individuals.~~

ROBERT VITA, PRES

The Contractor by:

Print Name _____

PRESIDENT

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

ROBERT VITA PRESIDENT, authorized signatory for

name of signatory.

^{atory}
SUPERIOR SEALCOAT INC

name of contractor

principal place of business is at _____ WILMINGTON MA

_____ does hereby certify under the pains and penalties of perjury

that SUPERIOR SEALCOAT INC has paid all

name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

 PRES. 8/11/17

Signature Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent

(Date)

The undersigned, being the Shareholders of SUPERIOR SEALCOAT, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, GREGG VITA the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on 3-23-17, 20__.

, CLERK
Clerk of Corporation

SEAL

CONTRACT CHECKLIST

Initials

1. Certification of Signatures
 - For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form)
 - For LLC: need Manager signature or signed vote of the LLC
2. Certificate of Non-collusion
3. Insurance Certificate (showing Town as additional insured)
 - Matches amount of insurance required under contract
4. Certificate of Good Faith
5. Certificate of Tax Compliance
6. Signed by Contractor
 - Matches certification by Corp officer of authority.
7. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State

RV

RV

RV

RV

RV

RV

RV

Contract Reviewed by:

Robert Vita, PRES.

Signature

ROBERT VITA, PRES.

Name, Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FRANCIS C VITA INSURANCE AGENCY
2 RIVER STREET
MEDFORD, MA 02155

CONTACT NAME:

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

FAX
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: LM Insurance Corporation

33600

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
SUPERIOR SEALCOAT INC
236 ANDOVER ST
WILMINGTON MA 01887

COVERAGES

CERTIFICATE NUMBER: 37203517

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$
	OTHER:					PRODUCTS - COMP/OP AGG \$
						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	WC5-31S-389402-017	2/14/2017	2/14/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 1000000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1000000
						E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WORKERS COMPENSATION INSURANCE COVERAGE APPLIES ONLY TO THE WORKERS COMPENSATION LAWS OF THE STATE OF MA. This certificate cancels and supersedes all previously issued certificates, only as they relate to workers compensation coverage.

CERTIFICATE HOLDER

CANCELLATION

TOWN OF GRAFTON
30 PROVIDENCE ROAD
GRAFTON MA 01519

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

LM Insurance Corporation

Valerie Hanks

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Francis C. Vita Insurance Agency, Inc 2 River Street Medford, MA 02155	CONTACT NAME: PHONE (A/C, No, Ext): (781) 396 - 4915 FAX (A/C, No): (781) 396 - 0754 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Safety Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Safety Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Safety Insurance Company															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Superior Sealcoat, Inc. 236 Andover Street Wilmington, MA 01887															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPROP AGG		
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			6218534	05/17/17	05/17/18	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE	\$ \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Town of Grafton 30 Providence Road Grafton, MA 01519	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



SUPESEA-03

DKULICK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862 HUB International New England 299 Ballardvale Street Wilmington, MA 01887		CONTACT NAME: PHONE (A/C, No, Ext): (978) 657-5100 FAX (A/C, No): (978) 988-0038 E-MAIL ADDRESS:		
INSURED Superior Sealcoat, Inc. 236 Andover Street Wilmington, MA 01887		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Continental Casualty Company		20443
		INSURER B: American Guarantee & Liability Insurance Company		26247
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	5084453062	05/17/2017	05/17/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		AUC011832401	05/17/2017	05/17/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Bldg. limit		5084453062	05/17/2017	05/17/2018	\$800,000 w/\$2500 ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GL Includes: Blanket Waiver of Subro & Blanket Add'l Insured on a primary non-contributory basis if required by written contract prior to a loss.

Town of Grafton is an additional insured on the general liability policy as respects to operations of the named insured when required by executed contract prior to the loss/claim.

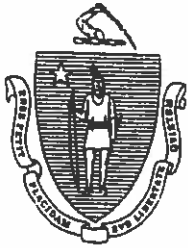
CERTIFICATE HOLDER

CANCELLATION

Town of Grafton
30 Providence Rd
Grafton, MA 01519-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



William Francis Galvin
Secretary of the
Commonwealth

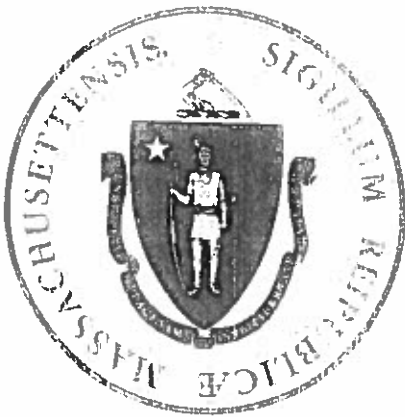
The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

Date: March 29, 2016

To Whom It May Concern :

I hereby certify that according to the records of this office,
SUPERIOR SEALCOAT, INC.

is a domestic corporation organized on **February 08, 1990** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 16038600610

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: Kta



THE MAIN STREET AMERICA GROUP

NGM Insurance Company • Old Dominion Insurance Company
Main Street America Assurance Company • MSA Insurance Company
Information Systems and Services Corporation

Bond Number S-305550

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Superior Sealcoat Inc
236 Andover Street
Wilmington, MA 01887

Surety (Name and Principal Place of Business)

NGM Insurance Company
4601 Touchton Road East, Suite 3300
Jacksonville, FL 32245-6100

OWNER (Name and Address):

TOWN OF GRAFTON

CONSTRUCTION CONTRACT

Date: JULY 1, 2017

Amount: \$ 27,760.00

Description (Name and Location):

CRACK SEALING

BOND

Date (Not earlier than Construction Contract Date): JULY 1, 2017

Amount: \$27,760.00

Modifications to this Bond:

☒ None

☐ See Page 6

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Superior Sealcoat Inc

SURETY

Company: (Corporate Seal)
NGM Insurance Company

Signature: [Signature], PRES.

Name: ROBERT VITA, PRES
and Title:

Signature: [Signature]
Name: Tamara Georgacopoulos
and Title: Attorney-in-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY – Name, Address and Telephone)

AGENT or BROKER:

Sciarratta & Doucette Insurance Agency Inc
287 Linden Street
Wellesley, MA 02482

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and

sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2)

on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the mini-

imum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor

of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 6 above is deleted in its entirety and the following is substituted in its place:

6. When the Claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, with reasonable promptness, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, with reasonable promptness, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this bond.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)
NGM Insurance Company

Signature: _____
Name: _____
and Title: _____

Signature: _____
Name: _____
and Title: Attorney-in-Fact



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06-03017997

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **George Doherty III, Jane Loomis, Beth McDonough, Angelo C Sciaratta, Tamara Georgacopoulos, Kenneth E Doucette**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 8th day of January, 2016.

NGM INSURANCE COMPANY By:

B. R. Fox

Bruce R Fox
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this January 8, 2016, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 8th day of January, 2016.

Tasha Ann Philpot



Tasha Ann Philpot
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF815117
Expires 10/3/2019

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

15 day of July, 2017.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



SUBRECIPIENT AGREEMENT

**Between the
CITY OF WORCESTER
and the
TOWN OF GRAFTON**

AGREEMENT

THIS AGREEMENT entered into on this ____ of _____, 201__ with an effective date of _____, 2017, by and between the City of Worcester, acting by and through its Executive Office of the City Manager, Public Health Division, a Massachusetts municipal corporation, located at 455 Main Street, Worcester, Massachusetts (hereinafter "City"), and the Town of Grafton, a Massachusetts municipality with an address of 30 Providence Road, Grafton, Massachusetts 01519 (hereinafter "Subrecipient").

WITNESSETH:

WHEREAS: Effective July 1, 2017, the City was awarded a Grant providing funding for Budget Period 1 Health and Medical Coordinating Coalition ("BP1HMCC" or "HMCC") from the Executive Office of Public Health and Human Services, Department of Public Health ("MDPH"), Office of Preparedness and Emergency Management ("OPEM") of the Commonwealth of Massachusetts ("Granting Authority");

WHEREAS: Pursuant to the Grant, the City will act as a pass-through fiscal agent for the HMCC and will also provide certain administrative support;

WHEREAS: The Subrecipient represents that its Medical Reserve Corps., is operated within its Board of Health, is located within the MDPH's designated Region 2, and has been determined by the MDPH to be eligible to receive funds under this Agreement;

WHEREAS: Subrecipient wishes to participate in the BP1 HMCC in compliance with this Agreement; and

WHEREAS: City wishes to engage the Subrecipient to so participate under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. GRANT SERVICES

1.1. The Subrecipient shall perform and render the grant services hereinafter set forth in the terms and conditions of this Agreement and more specifically in the Grant Services, Exhibit A, attached hereto and incorporated by reference.

1.2. Subrecipient acknowledges that it has received a copy and is familiar with the Grant and the requirements of the Granting Authority.

1.3. The Subrecipient is and shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement.

1.4. The Subrecipient shall comply with applicable federal, state and local laws, ordinances, regulations, orders, guidelines and policies governing this Agreement. Without limiting the generality of the foregoing, the Subrecipient shall comply with the duties, responsibilities and requirements of the Granting Authority that are applicable to it, including but not limited to the laws, regulations and guidelines of the Massachusetts Department of Public Health (MDPH), the United States Centers for Disease Control and Prevention (CDC), and United States Health & Human Services, Office of the Assistant Secretary Preparedness and Response (ASPR) and as may be otherwise required by the City from time to time. The Subrecipient shall further comply with the applicable requirements set forth in 2 CFR 200.00 *et. seq.* (entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” which may be abbreviated as the “COFAR Requirements” and which was formerly set forth in OMB Circulars A- 21, 87, 89, 102, 110, 122, 133).

2. TERM

2.1. This Agreement shall commence on the date set forth in the first paragraph above and shall terminate on June 30, 2018, unless earlier terminated in accordance with this Agreement.

2.2. Notwithstanding the above, the term of this Agreement and the provisions herein shall be automatically extended to cover any additional period during which the Subrecipient remains in control of grant funds unless this Agreement is otherwise terminated or suspended by the City in writing.

2.3. Time is of the essence of this Agreement.

3. PAYMENT

3.1. In accordance with the terms and condition set forth herein, the City shall pay the Subrecipient an amount not to exceed \$35,410.96 which shall constitute the full and complete payment owed to said Subrecipient pursuant to this Agreement. Within thirty (30) days after receipt of direction from MDPH, the City will make payment to the Subrecipient in the amount authorized by MDPH.

3.2. Requests for the payment of eligible expenses, including expenses for general administration, shall be made in compliance with this Agreement, including but not limited to Section 3.4 below and Exhibit A, and performed in a manner satisfactory to the City.

3.3. The City may suspend, reduce or terminate the amount paid under this Agreement if it determines that any expenditure by the Subrecipient, or any person for whom it is reasonable, is ineligible or is for unsupportable activities, or if such activities are not pursuant to Exhibit A. Immediately upon notice, the Subrecipient shall reimburse the City any and all expended funds that have been classified as ineligible by the City or the Granting Authority. In the event of termination or suspension of this Agreement, the Subrecipient shall immediately reimburse and turnover to the City any and all funds not properly expended.

3.4. All payments are subject to the availability of grant funding.

4. NOTICES

4.1. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed as indicated below, unless otherwise modified by subsequent written notice.

City of Worcester:

Director, Public Health Division
Executive Office of the City Manager
City of Worcester
25 Meade Street
Worcester, MA 01610

Subrecipient:

Town Administrator
Office of the Town Administrator
Town of Grafton
30 Providence Road
Grafton, MA 01519

5. BREACH OF CONTRACT

5.1. If the Subrecipient and/or any subcontractor breaches this Agreement or violates the rules and regulations of the City and/or the Granting Authority, said City may withhold further funding, demand return of funds (which may be referred to as "recapture"), terminate or suspend this Agreement and/or seek further administrative and/or legal relief to assure and guarantee full compliance with the intent and purposes of this Agreement and the Grant.

6. TERMINATION OF AGREEMENT

6.1. **Termination of Agreement for Cause:** If either party materially fails to comply with its obligations under this Agreement in a timely and proper manner for any cause or reason, or violates any of the terms, covenants and conditions of this Agreement, then the

offended party may terminate or suspend this Agreement by giving written notice of such termination or suspension to the other by certified mail at the address recited in the Notice section set forth herein or its last known business address and further specifying the effective date thereof. Said written notice shall be given not less than five (5) days before the effective date of such termination or suspension. In such event, all records, documents, assets, property and equipment, of any nature whatsoever, or wheresoever situated, prepared or purchased by the Subrecipient with federal, state or city funds under this Agreement shall, at the option of the City, become its property.

6.2. Termination for Convenience. The City or the Subrecipient may terminate or suspend this Agreement, in whole or in part, by giving the other party at least fifteen (15) days written notice, setting forth the effective date, and, in the case of partial termination or suspension, stating the portion to be so terminated or suspended. However, in the case of a partial termination or suspension, if the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate or suspend the award in its entirety.

6.3. The Subrecipient shall be entitled to receive only payment for services satisfactorily completed to up to the date of termination or suspension.

6.4. Setoff. Notwithstanding any payment the City owes the Subrecipient, the Subrecipient shall remain liable to the City for any and all damages, whether by reason of overpayment, budget adjustment, reversion of property/assets or other debt owed, and the City may withhold any payments otherwise owed to the Subrecipient for the purpose of setoff.

6.5. Limitation of Damages. The City shall not be obligated to make any payments to the Subrecipient in excess of the available and uncommitted grant funds. Notwithstanding any provision to the contrary, the City shall have no obligation to pay the Subrecipient any indirect, consequential, incidental damages, including but not limited to lost profits or lost opportunity.

6.6. Ownership of Documents. In the event of termination or suspension (whether for cause or convenience), all records, documents, assets, and property of any nature whatsoever or wheresoever situated, prepared, or purchased by said Subrecipient with City funds under this Agreement shall, at the City's option, become City property. The Subrecipient shall secure said property and deliver the same to the City forthwith upon request. This provision is in addition to and shall not be interpreted to limit any other provision set forth herein.

7. DATA TO BE FURNISHED

7.1. The City shall furnish to the Subrecipient all information, data, reports and maps existing, available to the City and reasonably necessary for the Subrecipient's performance without charge. However, the City does not warranty or guaranty the

accuracy or completeness of the same. The City shall cooperate reasonably with the Subrecipient to minimize delay.

8. RECORDS

8.1 During the term of this Agreement and for six (6) years thereafter, the Subrecipient shall retain, secure (properly safeguarded from theft, fire, heat, and water damage) and furnish to the City upon request any and all records required by this Agreement, or by applicable federal, state, or local laws, regulations, guidelines or orders, including but not limited to the following books of accounts and records; appropriation/expenditure records, encumbrance records (if applicable), cash receipts and disbursements register, journal, general ledger, purchase order log, voucher register, fixed asset register and cost accounts. The Subrecipient shall retain records beyond said six (6) year period if audit findings have not been finally resolved.

8.1.1. The Subrecipient shall promptly furnish to the City any and all documents necessary to accomplish the audit of this HMCC Grant.

8.1.2. The Subrecipient shall have an annual agency audit conducted in accordance with the requirements of the Granting Authority, including but not limited to the requirements set forth in HMCC Grant, and 2 CFR 200.00, *et. seq.*, as applicable and satisfactory to the City.

8.2. The Subrecipient shall require any and all of its subcontractors and consultants to comply with the requirements herein and this Agreement shall be incorporated into any written subcontract and/or consultant agreement. The Subrecipient further guarantees and assumes sole responsibility to impose the herein cited requirements upon all such subcontractors/consultants, including but not limited to the availability of any and all such records upon request by the City.

8.3. The City may, in its sole discretion, require the Subrecipient to transfer certain records to the City's custody if the City determines that said records possess long-term retention value.

8.4. Without limiting the generality of other related provisions set forth in this Agreement, the City and the Granting Authority, or their respective authorized representatives, shall have immediate access, as frequently as they deem necessary, to any and all books, documents, papers, reports and files of the Subrecipient and its subcontractors, which are pertinent or relevant to the subject grant program for the purpose of making or conducting an audit, examining, or making copies, excerpts or transcripts of all relevant data. The Subrecipient shall provide, by written agreement and guarantees the corresponding right of the City and Granting Authority to audit the records of all subcontractors. The City reserves the right to determine the frequency and scope of audits.

8.5. The Subrecipient shall, within thirty (30) days after receipt of notice, cure any deficiencies noted in audit reports. If the Subrecipient fails to comply with the audit requirements set forth in this Agreement and required by applicable laws and regulations such failure shall constitute a material violation of this Agreement and the City may withhold future payments and/or pursue any other remedy(ies) available at law or equity.

9. FINANCIAL MANAGEMENT SYSTEM

9.1 The Subrecipient shall comply with all applicable laws, ordinances and codes of the local, state, and federal governments. Subrecipients with annual gross expenditures on their Schedule of Expenditure of Federal Awards totaling \$750,000 or more during the contracted program year are required to engage an independent auditor to complete an Independent Audit Report in accordance with 2 CFR 200.00, *et seq.* Additionally, the Subrecipient shall comply with 2 CFR 200.00, including but not limited to 2 CFR 200.514, for example:

9.1.1 Schedule of expenditure of federal awards;

9.1.2 Report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with government auditing standards; and

9.1.3 Independent auditor's report on compliance with the requirements that could have a direct and material effect on each major program and on internal control over compliance in accordance with applicable law.

9.2. For expenditures less than \$750,000 of federal awards, Subrecipients shall have an independent Statement of Financial Conditions prepared as required by Massachusetts law.

9.3. The Subrecipient also shall comply with 2 CFR 200.330-337, 24 CFR 570.502 and 570.610, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred. The program shall be administered in conformance with 2 CFR 200.00 *et seq.*, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

9.4. The Subrecipient shall require that any and all its subcontractors providing services pursuant to this Agreement comply with the record keeping requirements set forth herein and that said requirements shall be incorporated into any written subcontract. The Subrecipient further guarantees and assumes sole responsibility to impose the herein cited requirements upon all such subcontractors.

9.5. Within thirty (30) days of this Agreement's execution, the Subrecipient further shall make available to the City upon request documented systems in flow chart or narrative of cash receipts, cash disbursements, payroll, purchases, capital assets and

accounts payable for inspection, review and copying. If these documented systems are not made available or not satisfactory, the City may withhold or suspend all or part of the Grant funds to the Subrecipient.

10. REPORTING REQUIREMENTS

10.1. The Subrecipient shall report to the City all financial transactions for the month and fiscal year to date, and cumulative to date if more than one year is applicable, on a form(s) provided by the Granting Authority (Exhibit B, "Financial Forms" and pursuant to the Exhibit A, "Scope of Services"). The Subrecipient shall to submit such other reports as the City and/or the Granting Authority may require, including but not limited to balance sheets, progress reports on litigation, relocation, acquisition and equal opportunity, as well as on activities undertaken with grant funds.

10.2. The Subrecipient shall report on an accrual basis. If the Subrecipient's records are not maintained on an accrual basis, the Subrecipient shall develop and report such information through an analysis of data available, in accordance with the applicable accounting standard.

11. INDEMNIFICATION

11.1. The Subrecipient shall hereby indemnify and hold harmless the City of Worcester, and its officers, agents and employees, from and against any and all asserted claims and liabilities of every kind and nature, whatsoever, arising during the term of this Agreement and such further time as it may be extended, formally or informally, or arising from or otherwise relating to Subrecipient's activities and/or operations including without limitation, those for bodily injury (including death), property damage, those arising from any breach or default by the Subrecipient in the performance or observance of any agreement on its part pursuant to the terms and conditions of this Agreement, or from any act or omission of Subrecipient or any of its subcontractor's, invitees or agents, or the respective employees of any of the foregoing and any and all actions, suits, proceedings, claims, demands, judgments, assessments, costs, liabilities and expenses, including without limitation by enumeration, attorney's and/or consultant's fees incident to any matter to which the foregoing indemnity relates. The indemnifications required hereunder shall not be limited by reason of the specification of any particular insurance coverage under this Agreement. This provision shall survive the termination of this Agreement.

12. GRANT CLOSE-OUT PROCEDURES

12.1. The Subrecipient's obligations under this Agreement shall not end until all close out requirements are fully completed. Close out activities shall include, but not be limited to (a) making final payments, (b) properly disposing of program assets (including the return of all unused materials, equipment, unexpended cash advances, program income balances, and accounts receivable to the Subrecipient), (c) determining the custodianship of records, (d) timely submitting the completed final outcome report and all other reports outstanding and required. Notwithstanding the foregoing, the terms of this Agreement

shall remain in effect during any period that the Subrecipient has control over the grant funds, including program income.

13. DOCUMENTS INCORPORATED

13.1. All exhibits, attachments and addenda attached hereto and/or referenced herein are incorporated by reference and made a part of this Agreement.

14. INSURANCE

14.1 The Subrecipient shall obtain and maintain in force at all times during the term of this Agreement, occurrence basis insurance coverage pertaining to General Liability and Property Damage in at least the following amounts:

- i. Commercial General Liability (Public Liability and Property Damage)
\$1,000,000 per occurrence/\$2,000,000 aggregate

14.2 Coverage for Workers Compensation shall be obtained and maintained in amounts no less than the Massachusetts statutory requirements.

14.3 The Subrecipient shall require its insurance company(ies) to notify the Certificate Holder of any reduction or cancellation of the insurance at least thirty (30) days prior to the effective date of such reduction or cancellation. The City shall be named as an additional insured on coverage required by sub-paragraph i, above, and the Director, Public Health Division, Executive Office of the City Manager, 25 Meade Street, Worcester, Massachusetts, 01610 shall be identified as a Certificate Holder. The Subrecipient shall furnish certificates of insurance of the types and amounts required above, in a form satisfactory to the City, prior to the City's execution of this Agreement.

15. ASSIGNMENT

15.1. The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

16. AMENDMENTS

16.1. This Agreement may be amended provided that such amendments make specific reference to this Agreement, and are executed in writing by the duly authorized representatives of both parties. Such amendments shall not invalidate this Agreement, nor relieve or release the Subrecipient from its obligations under this Agreement.

16.2. The City may, in its discretion, amend this Agreement to conform with federal, state or local laws, regulations, orders, guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement,

such modifications shall be incorporated only by written amendment signed by both parties.

17. SEVERABILITY

17.1 If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

18. CONFLICTING PROVISIONS

18.1. If any provision mandated by Granting Authority irreconcilably conflicts with any provision contained herein and the Granting Authority requires its provision to be applied, in whole or in part, in order that the City receive its full grant award and/or not be subject to other remedial action, the City may in its sole discretion, declare that the required Granting Authority provision control to the extent the Granting Authority so requires.

19. SECTION HEADINGS AND SUBHEADINGS

19.1. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

20. WAIVER

20.1. The City's failure to act with respect to a breach by the Subrecipient shall not waive the City's right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

21. ENTIRE AGREEMENT

21.1. This Agreement constitutes the entire agreement between the City and the Subrecipient related hereto and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement.

22. PROCUREMENT STANDARDS

27.1. The Subrecipient shall procure all materials, property, or services in accordance with the applicable requirements of 2 CRF 200.000 *et seq.*, including but not limited to 2 CFR 200.317-326, all applicable requirements of the Granting Authority, and the grant guidelines of the HMCC grant. Without modifying the foregoing, such requirements include (a) maintaining written standards of conduct for employees engaged in award and administration of contracts, (b) conducting procurement transactions in a manner to provide open and free competition, to the extent practical, including the drafting of

specifications, invitations for bid, but any potential bidder that develops or drafts the same shall be excluded for bidding, (c) making positive efforts to use small businesses, minority owned firms and women's business enterprises whenever possible, and (d) performing and maintaining records of cost or price analysis for every procurement.

27.2. The Subrecipient shall maintain a system for contract administration to insure compliance with the applicable requirements set forth in this Agreement.

27.3. Executed copies of all subcontracts shall be submitted to the City along with documentation concerning the selection process.

IN WITNESS WHEREOF, the said City of Worcester and the Town of Grafton, by their respective duly authorized representatives, hereto set their hand and seals on the day and year first above written.

RECOMMENDED FOR APPROVAL:
Department of Health & Human Services

SUBRECIPIENT:
TOWN OF GRAFTON

Matilde Castiel, M.D.
Commissioner

Name:
Title:

APPROVED AS TO FORM:

CITY OF WORCESTER:

Karen A. Meyer
Assistant City Solicitor

Edward M. Augustus Jr.,
City Manager

Funds for this account are available from Account No. _____, designated in accordance with 2 CFR 200.210, CFDA# _____.

Finance Manager, Department of Administration & Finance

EXHIBIT A

SCOPE OF SERVICES

Subrecipient shall perform the services and tasks and timely submit the deliverables required by the Granting Authority, as set forth in the approved "Workplan," which is attached to this Exhibit A. Subrecipient shall further comply with all applicable requirements of the Massachusetts Department of Public Health's Grant's Management Manual, including all fiscal and programmatic reporting requirements. Subrecipient acknowledges familiarity and receipt of such Manual.

Additionally, the Subrecipient shall provide the City with any and all information the City may reasonably request incident to this Subrecipient Agreement and which the City determines is needed to facilitate it's compliance with the requirements of the Granting Authority.

Subrecipient shall further comply with the approved budget, including the spending limitations and identification of eligible expenses, as attached to this Exhibit A.



OFFICE OF
PREPAREDNESS
AND EMERGENCY
MANAGEMENT

Medical Reserve Corps Workplan Template

Budget Period 1 – 2017-2018

Workplan Guidelines:

OBJECTIVE	What will be achieved. Must be SMART
PHEP CAPABILITY(IES)	What PHEP capability is being addressed
PLANNED ACTIVITIES	How will the objective be achieved
EVALUATION MEASURE(S)	How will success be measured
OUTPUTS	What are the anticipated results of the planned activities
DATE TO BE COMPLETED	When will the objective be met
RESPONSIBLE ENTITY	Who is responsible for meeting the objective

- **The Workplan should drive and inform your budget and be organized to focus on accomplishments.**
- **The Workplan will allow MRCs to highlight their successes and demonstrate the impact of their program.**

**To be eligible for Budget Period 1 funding
MRC's must ensure the following:**



Cooperate with the HMCC to ensure that all expenditures are made in compliance with deliverable requirements, the MDPH "Grants Management Manual (2017)", and all applicable procurement rules and requirements.



Provide to the HMCC Quarterly Expenditure Reports, Budget Modifications, detailed original receipts, spending forecasts, work plans and any other needed information at the close of each quarter.



Upon change in unit leadership, complete Appendix C within 60 days of the change and contact the State MRC Coordinator to determine how to achieve the required training for MA Responds.



Exercises and drills that are planned by MRCs and supported with PHEP funds must be HSEEP compliant. Additionally, the appropriate exercise documentation must be submitted to OPEM. This includes the timely advanced submission of an Exercise Notification Form as well as HSEEP-compliant AAR/IPs following completion of an exercise. Call down drills may use the [MRC template](#).



Comply with the Process for Volunteer Requests during a Cross Jurisdictional Request (as currently written or later amended) to mobilize MRC volunteers across unit or regional boundaries if needed.



Select a representative to attend all regular scheduled regional and state MRC meetings, and designate an alternate to attend if the selected representative is unable to attend.



Volunteers who have not completed the credentialing process will not be considered deployable through MDPH and will not be utilized for staffing of any MDPH activation.



Work collaboratively with the regional HMCC executive leadership group to promote awareness of local MRC unit activities and provide input regarding development of policies and procedures for requesting assistance from local or regional units in the event of a response.



Notify MDPH of any deployment/standby request (not from DPH) within 48 hours.



Reply to requests for documenting large-scale/regional event responses.

Failure of Medical Reserve Corps Units to comply with these requirements and/or with fiscal guidelines issued by MDPH may necessitate repayment of funds received by the entity and/or affect eligibility for future funds.

1. Deliverable: Recruit, train, coordinate outreach and retain members to enhance public health preparedness and unit capacity by offering at minimum of four (4) training opportunities throughout the year; these trainings should ensure National MRC core competencies are achieved for unit members.	
Objective	Recruit, train, coordinate outreach and retain members to enhance public health preparedness and unit capacity by offering at least 4 trainings.
PHEP Capability	#1 Community Preparedness, #2 Community Recovery, #6 Information Sharing, #10 Medical Surge, #14 Responder Safety and Health, #15 Volunteer Management
Planned Activities	<ol style="list-style-type: none"> 1. Q1 – Opioid Crisis Training, includes statistics/signs/symptoms & how to respond in sheltering situation 2. Q1 – Share information about Domestic Preparedness Center’s training facility with local fire department, law enforcement, and municipal employees so they can train for emergency preparedness at their own pace. 3. Q1 – Children’s Preparedness Program with local elementary schools 4. Q2 – Event Security: Lessons Learned from Recent Terror Attacks 5. Q2 or Q3 – Basic Shelter Training for Preparedness Month 6. Q2 & Q3 – Disaster Psychology Training, includes cultural competencies sensitivity training and importance of self-care 7. Q3 – Active Shooter Training 8. Q4 – CPR/AED/First Aid Training 9. Q4 – Pet Preparedness Training, includes how to care for pets in extreme heat 10. Q2 & Q3 – MRC Registration & Orientation followed by a nutrition class with a Registered Dietitian <p>** Please note trainings are subject to change depending on budget approval and trainer availability.</p>
1	Attendance Sheet
Outputs	Enhance public health preparedness and emergency response; enhance partnerships across organizations
Date to be completed by	June, 2018

MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH – OFFICE OF PREPAREDNESS AND EMERGENCY MANAGEMENT
HPP/PHEP Public Health Emergency Preparedness Cooperative Agreement – Budget Period 1 (July 1, 2017 - June 30, 2018)
____ MRC Deliverables

Responsible Entity	Lindsey Fox
Quarterly Updates	

2. Deliverable: Maintain records including a description, agenda and attendee completion of MRC trainings. Records should be submitted to OPEM through the MRC contractor through the quarterly report.

Objective	To ensure MRC deliverables are being met.
PHEP Capability	#15 Volunteer Management
Planned Activities	Create a template with written description, brief agenda, and attendee sign-in. Ensure all attendees to each event sign-in. File accordingly at the conclusion of each program. Report to OPEM through the quarterly report.
Evaluation Measure(s)	Approval from OPEM, participant evaluations/feedback
Outputs	Accurate and detailed records, ensure records are submitted to OPEM quarterly.
Date to be completed by	June 30, 2018
Responsible Entity	Lindsey Fox
Quarterly Updates	

MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH – OFFICE OF PREPAREDNESS AND EMERGENCY MANAGEMENT
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— MRC Deliverables

3. Deliverable: Units in MA Responds must confirm annually that they have at least two administrators are identified in the system, and that at a minimum at least one administrator has completed the Basic level and Mission Manager MA Responds trainings. New unit administrators must attend basic MA Responds training within 60 days of beginning.	
Objective	To remain up-to-date as the primary administrator and emergency contact for GGMRC To ensure that the GGMRC has a primary and secondary user up date to with MA responds trainings.
PHEP Capability	#1 Community Preparedness, #4 Emergency Public Health & Warning, #15 Volunteer Management
Planned Activities	Primary - Attend Mission Manager MA Responds trainings in Waltham, MA.
Evaluation Measure(s)	MA Responds Trainings Sign-in Sheet
Outputs	Adequate training in MA Responds
Date to be completed by	Dates are pending: http://www.mamedicalreservecorps.org/
Responsible Entity	Lindsey Fox or Dawn Farmer
Quarterly Updates	

MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH – OFFICE OF PREPAREDNESS AND EMERGENCY MANAGEMENT
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4. Deliverable: Participate in quarterly drills (1 drill/quarter). Participation must include at least two (2) MDPH sponsored drills to satisfy the PHEP-HPP Volunteer Management Joint Performance Measure.

Objective	Collaborate with partners outside of MRC and engage MRC volunteers through drills to gain a sense of their availability for a real-life emergency.
PHEP Capability	#1 Community Preparedness, #4 Emergency Public Health & Warning, #15 Volunteer Management
Planned Activities	Complete: Quarter 1 Drill in MA Responds Quarter 2 Drill in MA Responds Quarter 3 Drill in MA Responds Quarter 4 Drill in MA Responds
Evaluation Measure(s)	MA Responds drill results
Outputs	Effective communication, Lessons Learned
Date to be completed by	4 completed by June 30, 2018
Responsible Entity	Lindsey Fox
Quarterly Updates	

MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH – OFFICE OF PREPAREDNESS AND EMERGENCY MANAGEMENT
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 ___ MRC Deliverables

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5. Deliverable: By September 30, 2017 each MRC unit will provide the MA State Coordinator and Regina Villa Associates a current list of communities that their unit covers, along with an updated list of 24/7 contact information.

Objective	Coordinator will submit a list of current communities in the Unit along with GGMRC coordinator primary and secondary contact information by September 30, 2018.
PHEP Capability	#1 Community Preparedness
Planned Activities	E-mail Regina Villa stating any changes in GGMRC Coordinator contact information and the list of communities #517 covers.
Evaluation Measure(s)	Regina Villa
Outputs	Accurate information for optimal emergency response across units/regions.
Date to be completed by	September 30, 2017
Responsible Entity	Lindsey Fox

MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH – OFFICE OF PREPAREDNESS AND EMERGENCY MANAGEMENT
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 ___ MRC Deliverables

Quarterly Updates	
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6. Deliverable: All MRC units shall appropriately credential volunteers: Each MRC unit shall credential volunteers in accordance with pre-established standards in MA Responds including the submission of Massachusetts criminal offender record information (CORI) check and the submission of a Validated Sexual Offender Search (VSOS) check.	
Objective	To ensure the safety and security of the general public, and the expertise and professionalism of MRC volunteers who are being assigned to perform a specific role or to fulfill a specific task on behalf of MRC as a emergency response and public health entity of DPH and state of MA.
PHEP Capability	#1 Community Preparedness
Planned Activities	MRC Coordinator will follow MA Responds protocol to obtain and submit CORI and VSOS forms to MDPH OPEM.
Evaluation Measure(s)	Number of volunteers appropriately credentialed
Outputs	All information in MA Responds is updated and current
Date to be completed by	By June 30, 2018
Responsible Entity	Lindsey Fox
Quarterly Updates	

7. Deliverable: Maintain and revise as necessary a written plan documenting unit policies and procedures for recruiting, training, managing, deploying, and demobilizing MRC volunteers.	
Objective	To ensure deployment plans and standard operating procedures are efficient and accessible in the event of an emergency.
PHEP Capability	#1 Community Preparedness, #2 Community Recovery, #4 Emergency Public Health & Warning, #15 Volunteer Management
Planned Activities	Review and revise GGMRC Deployment Plan and GGMRC SOPs as needed.
Evaluation Measure(s)	Region 2 MRC Coordinators, GEMA managers, and Grafton Board of Health will receive a copy of GGMRC protocols.
Outputs	A current GGMRC deployment plan and SOP distributed to Grafton emergency management team, CERT, and Region 2 MRC Coordinators
Date to be completed by	June 30, 2018
Responsible Entity	Lindsey Fox
Quarterly Updates	

- 8. Deliverable: When receiving a request for volunteers from MDPH, if a unit chooses to contact volunteers, unit administrators should: Within 2 hours of initial notification the system administrator shall send out a message to all accepted volunteers to ask of their availability and within 4 hours of initial notification work with MDPH to assign needed volunteers to requested roles/positions.**

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Objective	Reach out to GGMRC volunteers as requested by MDPH and within the designated time frame.
PHEP Capability	#1 Community Preparedness, #2 Community Recovery, #4 Emergency Public Health & Warning, #15 Volunteer Management
Planned Activities	Use MA Responds to send a message to all accepted MRC volunteers to request availability within 4 hours of initial notification from MDPH and assign volunteers to requested roles/positions as needed.
Evaluation Measure(s)	Number of volunteers that respond within time frame.
Outputs	Number of volunteers that deployed.
Date to be completed by	June 30, 2018
Responsible Entity	Lindsey Fox
Quarterly Updates	

9. Deliverable: Collaborate with regional emergency preparedness and hospital coordinators, public health coalitions, hospitals, HMCCs, MA Responds representatives, and other planning and response partners

Objective	To identify training/partnership gaps within community; to support/collaborate with local, regional, and statewide emergency preparedness coordinators/representatives; to increase MRC volunteer opportunities by collaborating with other organizations
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 ___ MRC Deliverables

PHEP Capability	#1 Community Preparedness, #2 Community Recovery, #6 Information Sharing, #10 Medical Surge, #14 Responder Safety and Health, #15 Volunteer Management
Planned Activities	GGMRC Coordinator will attend a minimum of 2 PHEP meetings, collaborate with CERT, and meet Grafton Emergency Management Team to establish community partnerships for future trainings and community participation
Evaluation Measure(s)	Meeting Sign-in Sheet, participant feedback
Outputs	Enhanced partnerships with local community organizations; Strong group cohesion in first response across organizations in various municipalities; increased volunteer opportunities for GGMRC volunteers due to onset of new partnerships
Date to be completed by	June 30, 2018
Responsible Entity	Lindsey Fox
Quarterly Updates	

- 10. Deliverable: One representative from a federally recognized unit shall represent the region on the Regional MRC Advisory Group. The advisory group must meet regularly to:**
- a. Identify gaps in coverage within the region;
 - b. Determine the primary unit offering coverage to a town covered by more than one unit;
 - c. Provide the specific funding procedure or formula currently used (for BP1) to determine annual unit allocations no later than August 31,

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2017.	
Objective	To strengthen MRC units in Region 2 through information sharing; GGMRC Coordinator will attend quarterly Region 2 MRC Unit meetings.
PHEP Capability	#1 Community Preparedness, #15 Volunteer Management
Planned Activities	Attend Quarterly Meetings with Region 2 MRC Coordinators; ensure there are no coverage gaps; nominate one representative (Lois Lunawitz) to represent region on MRC Regional Advisory Group
Evaluation Measure(s)	Meeting Sign-in Sheet
Outputs	Group cohesion across units, More informed units across regions to strengthen local and widespread MRC organizations
Date to be completed by	By August 31, 2017
Responsible Entity	Lindsey Fox (GGMRC Coordinator on behalf of Greater Grafton in Region 2)
Quarterly Updates	

11. Deliverable: Free Choice Trainings – Community Outreach to Support Vulnerable Populations

Objective	Educate and/or raise awareness about vulnerable populations during crises
PHEP Capability	#1 Community Preparedness, #2 Community Recovery, #6 Information Sharing, #14 Responder Safety and Health #11 Non-pharmaceutical Intervention (Addresses Statewide Training Gap in Behavioral Health) #15 Volunteer Management
Planned Activities	Training 1: Opioid Crisis Training – How to identify signs/symptoms of high vs. overdose; how to respond in a sheltering situation and public settings Training 2: “CoffeeTalk: Disaster Preparedness” for the elderly at the local senior center Training 3: Disaster Psychology: Mental and physical effects of trauma with an emphasis on self-care for first responders Training 4: Pet Preparedness: How to help animals during extreme heat

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____ MRC Deliverables

	Training 5: Children Preparedness Program for 10-12 year old children ** Please note trainings are subject to change depending on budget approval and trainer availability.
Evaluation Measure(s)	Training Completion; Sign-in Sheets
Outputs	Strong group cohesion in first response across organizations in various municipalities; trained volunteers; increased community resiliency
Date to be completed by	June 30, 2018
Responsible Entity	Lindsey Fox
Quarterly Updates	

12. Deliverable: Free Choice – Emergency Preparedness during Acts of Terror	
Objective	To build a more resilient community in the event of a terror attack through information sharing and hands-on reenactments with an emphasis on how ICS trainings help with first response efforts.
PHEP Capability	#1 Community Preparedness, #2 Community Recovery, #6 Information Sharing, #14 Responder Safety and Health, #15 Volunteer Management
Planned Activities	Training 1: Lessons Learned in Event Security: Boston Marathon Bombings, Ariana Grande Concert Bombing, etc. Training 2: Active Shooter Preparedness ** Please note trainings are subject to change depending on budget approval and trainer availability.
Evaluation Measure(s)	Meeting Sign-in Sheet
Outputs	Enhanced community preparedness and first response in the event of a terror attack or active shooter situation.
Date to be completed by	By June 30, 2018
Responsible Entity	Lindsey Fox

MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH – OFFICE OF PREPAREDNESS AND EMERGENCY MANAGEMENT
HPP/PHEP Public Health Emergency Preparedness Cooperative Agreement – Budget Period 1 (July 1, 2017 - June 30, 2018)
 ____ MRC Deliverables

Quarterly Updates	
--------------------------	--

13. Deliverable: Free Choice – Melanoma Awareness	
Objective	To recruit new volunteers by collaborating with other organizations in the Grafton community to raise awareness about personal preparedness and preventative measures for skin cancer
PHEP Capability	#2 Community Recovery, #6 Information Sharing, #15 Volunteer Management
Planned Activities	Fun in the Sun 5K with Grafton Recreation Department – MRC volunteers and community members will receive educational materials about melanoma and make their own personal preparedness kits comprised of eye, skin, and head protection to utilize during the summer. This opportunity will also serve as a recruitment activity since the 5k is a community-wide event.
Evaluation Measure(s)	Flyers, Photos on Facebook Page, Sign-in Sheet
Outputs	Recruitment of new MRC volunteers; Build a more informed MRC team by raising awareness about personal preparedness; Bring together MRC volunteers and non-MRC members of the community; Build rapport with Grafton Recreation Department in hopes of collaborating in future events
Date to be completed by	June 30, 2018
Responsible Entity	Lindsey Fox
Quarterly Updates	

**If needed, please use additional space below to add your own workplan items for added projects/priorities for your MRC unit.*

EXHIBIT B

CITY OF WORCESTER FINANCIAL FORMS

The following is the form required by the City.

Form 1.1 Budget Modification and Quarterly Expense Report

It shall be the duty of the Subrecipient to request the current version of this form from the City, complete it in full as necessary and applicable, and timely submit it to the City's satisfaction.

Fiscal Year 2018 - Budget Period 1

Budget Proposal Template | Modification Request Template | Quarterly Expense Report

This files serves as your budget proposal template, modification request, and quarterly expense report.

- **Step 1:** To build your budget, fill in the blue tabs (Salary/Wages through Indirect). This will be summarized in the "Initial Budget Summary Page" tab.
- **Step 2:** OPEM will approve the budget
- **Step 3:** QER 1 - fill in the blue tabs, under the "Actual Expenditures" section in the column titled "Q1". Your budget, Q1 expenditures, and a variance are on the tab "Q1 Quer Summary".
- **Step 4:** OPEM will approve QER 1 or ask for more information
- **Step 5:** Modification 1 - Two parts. Part 1) take the remaining balances from Q1 QER Summary and reallocate those amounts in the modification worksheet titled "Enter Modifications Here"
- **Step 6:** Modification 1 - Two parts. Part 2) If you have any other modifications to request, also enter it on the modification worksheet on the "Enter Modifications Here" tab. There are examples of both scenarios on the tab.
- **Step 7:** OPEM will approve/deny the modification or ask for more information.
- **Step 8:** Repeat steps 2 through 7 for each QER or modification opportunity throughout the fiscal year.

To complete your BP1 Quarterly Expense report please use your most current approved budget. Enter the items from your original budget in the approved budget tab. If there were changes within the projected expenses please enter in only the actual expenditures. For each quarter enter in the actual expenditures as they occurred in that quarter. These figures may differ from what was captured in your original budget, that will be most apparent in the tab labeled ActualvsBudget.

This form will be used to report expenditures for each quarter. These reports will be due on :

Modification Request 1	September 1, 2017
1st Quarter (July 1- Sep 30)	October 27, 2017
Modification Request 2	December 1, 2017
2nd Quarter (Oct 1-Dec 31)	January 26, 2018
Modification Request 3	March 2, 2018
3rd Quarter (Jan 1- Mar 31)	April 27, 2018

Region:

HMCC/Coalition/Hospital or MRC:

Initial Annual Budget Proposal Summary
(will auto-populate - do not type)

PERSONNEL COSTS	Q1 Budget	Q2 Budget	Q3 Budget	Q4 Budget	Total Budget
* SALARIES AND WAGES	\$ -	\$ -	\$ -	\$ -	\$ -
* FRINGE BENEFITS	\$ -	\$ -	\$ -	\$ -	\$ -
ACTUAL PERSONNEL COSTS	\$ -	\$ -	\$ -	\$ -	\$ -
NON-PERSONNEL COSTS					
* TRAVEL	\$ -	\$ -	\$ -	\$ -	\$ -
* EQUIPMENT	\$ -	\$ -	\$ -	\$ -	\$ -
* SUPPLIES	\$ 1,270.55	\$ 1,346.44	\$ 498.97	\$ 530.00	\$ 3,645.96
* CONTRACTUAL	\$ 6,689.41	\$ 8,125.59	\$ 8,155.00	\$ 8,195.00	\$ 31,165.00
* CONSULTANTS	\$ -	\$ -	\$ -	\$ -	\$ -
* OTHER DPH FUNDED	\$ -	\$ -	\$ -	\$ -	\$ -
ACTUAL NON-PERSONNEL COSTS	\$ 7,959.96	\$ 9,472.03	\$ 8,653.97	\$ 8,725.00	\$ 34,810.96
ADMINISTRATIVE FEES / INDIRECT COSTS	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 600.00
Total Costs	\$ 8,109.96	\$ 9,622.03	\$ 8,803.97	\$ 8,875.00	\$ 35,410.96

DPH Programmatic Signoff:

Date

DPH Fiscal Signoff:

Date

Salary and Wages

Salary and Wages. This portion of the budget represents salaries and wages for all personnel to implement the contract and for whom payroll taxes are paid. Fringe. Fringe benefits include health insurance, pension contributions, payroll taxes and all other non-salary/wage benefits received by budgeted staff. This does not include sick, personal or vacation time, which should be contained within the salary line. The fringe line should reflect the proportion of the staff salary supported by the contract.

		Original Budget												Actual Expenses																	
		Q1				Q2				Q3				Q4				Total Cost	Q1			Q2			Q3			Q4			Total Cost
		Type	Rate/h our	Hours	Cost	Rate/hour	Hours	Cost	Rate/h our	Hours	Cost	Rate/h our	Hours	Cost	Rate/h our	Hours	Cost		Rate/hour	Hours	Cost	Rate/h our	Hours	Cost	Rate/hour	Hours	Cost				
Name	Title																														
		Salary																													
		Fringe																													
		Salary																													
		Fringe																													
		Salary																													
		Fringe																													
		Salary																													
		Fringe																													
		Salary																													
		Fringe																													
		Salary																													
		Fringe																													
Total Salary/Wages																															
Total Fringe																															

Travel	
Travel includes in-state and out-of-state costs for those who will travel including transportation, meals, lodging, and meeting registration. Mileage may be reimbursed for travel to allowable meetings if using a personal vehicle. Mileage must be reimbursed using the federal reimbursement rate.	

Travel includes in-state and out-of-state costs for those who will travel including transportation, meals, lodging, and meeting registration. Mileage may be reimbursed for travel to allowable meetings if using a personal vehicle.

Mileage must be reimbursed using the federal reimbursement rate.

Item	Original Budget						Quarterly Expense Report							
	Q1	Q2	Q3	Q4	Total	Q1	Quarterly Expense Detail	Q2	Quarterly Expense Detail	Q3	Quarterly Expense Detail	Q4	Quarterly Expense Detail	YTD Actual Spent vs Budget Variance
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		\$ -		\$ -		\$ -

Equipment

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.

[illegible]

Supplies
Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life.

[illegible]

Contractual

Includes all subcontracts, including those for the services of planners and coordinators working as independent contractors, to develop, revise, implement and exercise plans and agreements. A subcontractor's role is to evaluate a client's needs and perform the work. Payment should be based on the number of hours needed to do the job times a fixed hourly rate and must be determined before the job begins. Subcontractors set their own work hours, furnish their own equipment, are responsible for incidental expenses, and their own training. DPH OPEM may require sub-recipients to document that sub-contractors with multiple engagements are capable of fulfilling the obligations of all sub-contracts.

[illegible]

Consultants

Consultants are typically used for short-term projects. A consultant's role is to evaluate a client's needs and provide expert advice and opinion on what needs to be done.

[illegible]

Other DPH Funded

For items that do not fall within other budgeted categories, including allocations to communities.

[illegible]

Indirect

Expenditures that are not directly associated with any one program or a combination of programs but which are related to the overall implementation of the contract are indirect costs.

[illegible]

Modification Building and Tracker

Modification Building and Tracker																																						
Mod	Detailed Justification	Subcontract/Venue				Fringe				Travel				Equipment				Supplies				Contractual				Commodities				Admin/Support				Other DMU Related				Multi-Pass Discretion Chen
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4					
1	Original Budget																	3,271	1,346	899	530	6,449	6,129	6,135	8,195							150	150	150				
	Examples: Driver's rate went up by \$12/hour for a \$1,500 increase for the remaining three quarters of the fiscal year. We are requesting a modification to reduce our contractual budget line to accommodate this increase																																					
	Example: Eater's hourly rate correction, she should be earning \$12/hour for the rest of the year which is a \$10 reduction in salary each remaining quarter. We are increasing \$150 into supplies to utilize this extra money.																																					
	Example: We didn't travel at all during Q1, we want to push Q1 travel to Q3 and Q4																																					
	Example: Didn't contract until Q2, seeking to push contracting to Q3 and Q4																																					
	Example: Salary increase for Tom Jones over the remaining three quarters																																					
2	Example: Salary increase for Tom Jones, funded from Tom Jones reduction																																					
	Modification Total New Spending Plan																																					
3																																						
	Modification Total Effect of Mod on Category																																					
3																																						
	Modification Total Effect of Mod on Category																																					

Quarterly Budget After Modification 1
 Quarterly Budget After Modification 2
 Quarterly Budget After Modification 3

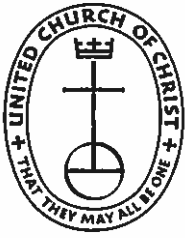
Q1 QER Summary

PERSONNEL COSTS	Q1 Budget	Q1 Actual	Q1 Balance
SALARIES/WAGES	-	-	-
FRINGE BENEFITS	-	-	-
ACTUAL PERSONNEL COSTS	-	-	-
NON-PERSONNEL COSTS			
* TRAVEL	-	-	-
* EQUIPMENT	-	-	-
* SUPPLIES	1,271	-	1,271
* CONTRACTUAL	6,689	-	6,689
* CONSULTANTS	-	-	-
* OTHER DPH FUNDED	-	-	-
ACTUAL NON-PERSONNEL COSTS	7,960	-	7,960
ADMINISTRATIVE FEES / INDIRECT COSTS	150	-	150
Total Costs	8,110	-	8,110

Examples have been provided.

DPH Programmatic Signoff:

DPH Fiscal Signoff:



Congregational Church of Grafton
United Church of Christ
30 Grafton Common, Grafton, MA 01519

Aug. 28, 2017

Town of Grafton, Office of Selectmen
Grafton Municipal Center
30 Providence Road
Grafton, MA 01519

Honorable Selectmen,

The Congregational Church of Grafton is holding the 37th annual Harvest Fair and Apple Pie Social on Saturday, September 30, 2017, 11:30 a.m. – 4:00 p.m. on Grafton Common. The rain date is Sunday, October 1, 11:30-4:00 p.m.

I would like to respectfully request that the section of road between our church (30 Grafton Common) and the Common be closed to traffic on that day from 11:00 a.m. – 5:00 p.m. This will ensure the safety of all church volunteers and many children involved in setting up and breaking down during the Fair.

Also, we would like permission to erect a number of signs on stakes to be banged into the ground. These signs help identify certain craft tables, food tables, etc., and are very helpful in keeping the flow of traffic moving around the Common during the event. We do have a diagram of the irrigation system in use on the Common and have always been very cautious to avoid the water lines.

A copy of this letter has been sent to the Chief of Police and the DPW office to coordinate the delivery of barriers to the common.

Thank you for your continued support.

Sincerely,

Craig Peacock
Chairperson
Harvest Fair & Apple Pie Social
508 887-0352 (cell #)

Cc: Chief of Police, Normand Crepeau Jr.
Cc: Secretary, Department of Public Works

Phone: 508-839-4513

E-mail: graftonucc@gmail.com

W-2658

July 27, 2017

Whitinsville Office
1029 Providence Road
Whitinsville, MA 01588-2121
Phone: (508) 234-6834
Fax: (508) 234-6723

Milford Office
333 West Street
P.O. Box 235
Milford, MA 01757-0235
Phone: (508) 473-6630
Fax: (508) 473-8243

Franklin Office
55 West Central Street
Franklin, MA 02038-3807
Phone (508) 528-3221
Fax (508) 528-7921

Town of Grafton
Board of Selectmen
30 Providence Rd
Grafton, MA 01519

Re: Proposed street light locations for the Village at Institute Rd.

Dear Board Members,

D & F Afonso Builders & Developers have a Definitive Subdivision Approval Application before the Planning Board. The Subdivision Rules and Regulations place responsibility for street lights with the Planning Board and the Board of Selectmen. I have been directed by Joseph Laydon to reach out to your Board in order to discuss the location of the proposed street lights in this project so your input can be incorporated into the final plans. Enclosed for your use is a plan of the development which depicts the locations where the street lights are proposed.

Please let me know how you wish to proceed.

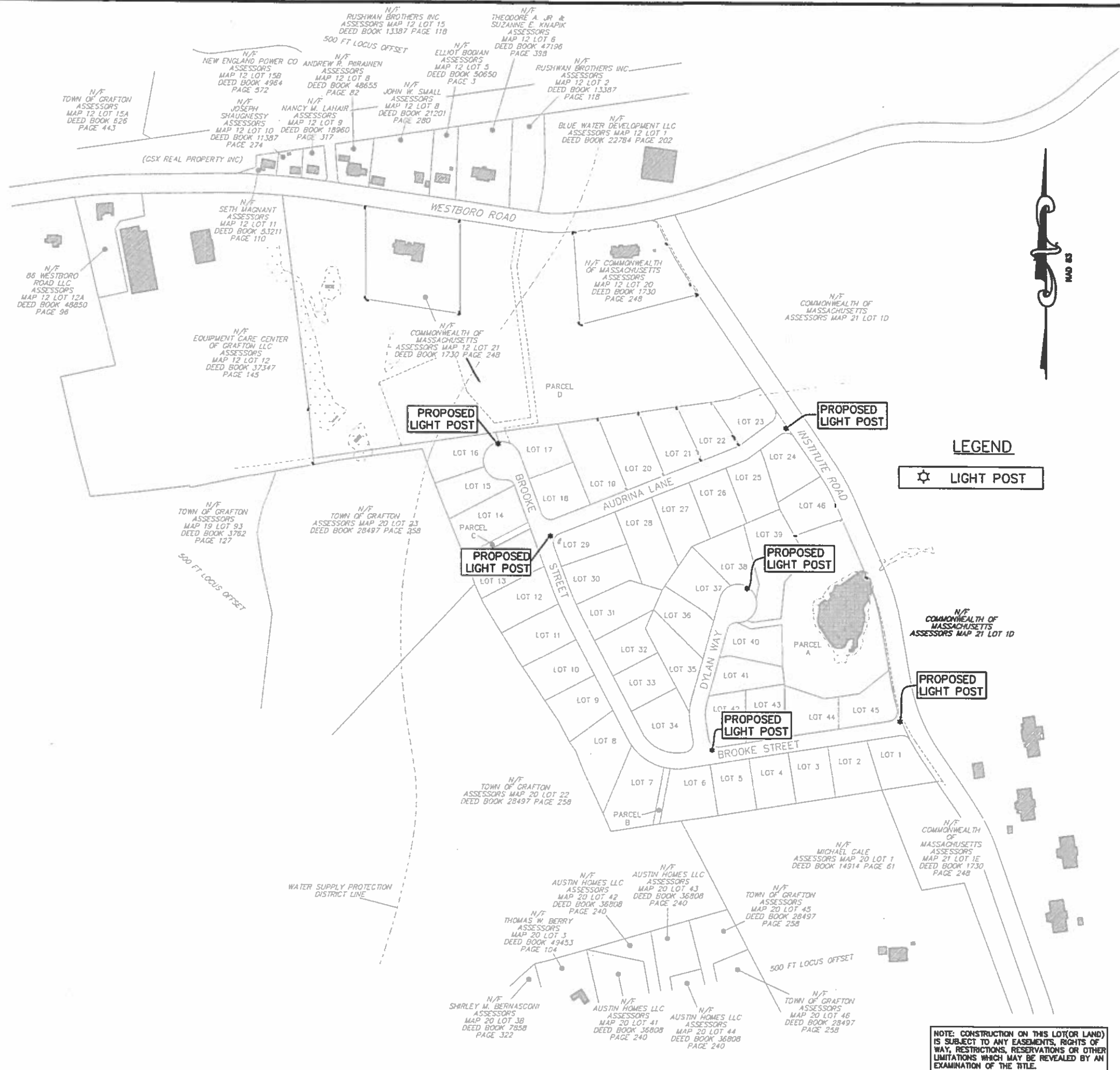
Sincerely,


Normand T. Gamache P.L.S



cc: Grafton Planning Board
D& F Afonso

Attachments:



LEGEND

☼ LIGHT POST



ZONING TABLE	
INFORMATION FROM "ZONING BY-LAWS AMENDED THROUGH MAY 9, 2016"	
ZONING DESIGNATION	R-20
AREA	20,000 S.F.
FRONTAGE/LOT WIDTH ON CUL-DE-SAC	125'
FRONT YARD	30'
SIDE YARD	15'
REAR YARD	15'
ZONING DESIGNATION O.U.	
AREA	40,000 S.F.
FRONTAGE/LOT WIDTH	20'
FRONT YARD	40'
SIDE YARD	35'
REAR YARD	35'

NOTE: CONSTRUCTION ON THIS LOT(OR LAND) IS SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, RESERVATIONS OR OTHER LIMITATIONS WHICH MAY BE REVEALED BY AN EXAMINATION OF THE TITLE.

FOR REGISTRY USE ONLY

DATE: DATE:

NOTES

DATE	DESCRIPTION	BY
REVISIONS		
OWNER / APPLICANT		
D&F AFONSO BUILDERS, INC. 189 MAIN STREET MILFORD, MA 01757		
"THE VILLAGE AT INSTITUTE ROAD"		
PROPOSED STREET LIGHT PLAN IN GRAFTON, MASSACHUSETTS		
DATE: JULY 27, 2017 SCALE: 1" = 150'		
 Guerriere & Halnon, Inc. Engineering & Land Surveying 1029 PROVIDENCE ROAD, WHITEVILLE, MA 01568 (508) 234-6834 FAX: (508) 234-6723 www.gandhengineering.com		
		
LOT LAYOUT PLAN		
SHEET 1 OF 1		

COMMONWEALTH OF MASSACHUSETTS

TOWN OF GRAFTON

ANNUAL TOWN MEETING WARRANT

OCTOBER 16, 2017

7:30 PM

Worcester, ss:

To Either of the Constables of the Town of Grafton, in the County of Worcester.

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are directed to notify and warn the Inhabitants of the Town of Grafton, qualified to vote in elections and Town affairs, to meet in the Grafton High School located at 24 Providence Road on Monday, the Sixteenth (16) Day of October, 2017 at Seven Thirty (7:30) PM to act on the following articles, to wit:

ARTICLE 1. RECEIVE REPORTS OF OFFICES, BOARDS AND COMMITTEES

To receive the reports of the several Town Officers, Boards and Committees, or take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 2. AMEND TOWN CHARTER

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the State of Massachusetts to amend the Charter of the Town of Grafton by approving the capitalization of various words throughout the Charter, all as shown on a draft of the Charter dated January 12, 2017, a copy of which is on file in the Office of the Town Clerk, or take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 3. AMEND TOWN CHARTER – SECTION 3-4 SCHOOL COMMITTEE

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the State of Massachusetts to amend the Town Charter as follows:

SECTION 3-4 SCHOOL COMMITTEE

Amending section 3-4 by deleting Section 3-4 School Committee in its entirety

~~(a) **Composition, term of Office** There shall be no school committee consisting of five members elected for terms of three years each, so arranges that the term of office of nearly an equal number of members as is possible shall expire each year.~~

~~(b) **Powers and Duties**—The school committee shall have all of the powers and duties school committees may have under the constitution and general laws of the commonwealth, and it shall have such additional powers and duties as may be authorized by this charter or by by-law. The powers of the school committee shall include, but are not intended to be limited to the following.~~

and adding a new Section 3-4 to read as follows:

SECTION 3-4: SCHOOL COMMITTEE

- (a) **Composition, Term of Office** – There shall be a School Committee consisting of five members elected for terms of three years each, so arranged that the term of office of as nearly an equal number of members as is possible shall expire each year.
- (b) **Power and Duties** – The School Committee shall have all of the powers and duties school committees may have under the Constitution and General Laws of the Commonwealth.

Submitted by: Board of Selectmen

ARTICLE 4. AMEND TOWN CHARTER – SECTION 3-5: TOWN CLERK

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the State of Massachusetts to amend the Town Charter as follows:

SECTION 3-5: TOWN CLERK

Amending Article 3 – **ELECTED OFFICIALS**, by deleting Section 3-5: **TOWN CLERK** in its entirety

~~(a) **Term of Office**—There shall be a town clerk elected for a term of three years.~~

~~(b) **Powers and Duties**—The town clerk shall be the keeper of vital statistics for the town; the custodian of the town seal; shall administer the oath of office to all persons, elected or appointed to any town office; shall issue such licenses and permits as are required by law to be issued by town clerks; supervise and manage the conduct of all elections and all other matters relating to elections be the clerk of the town meeting, keep its records and in the absence of the town moderator or deputy town moderator to preside pending the election of a temporary town moderator. The town clerk shall have such other powers and duties as are given to town clerks by general law, by this charter, by by-law or by other vote of the town meeting.~~

and adding a new Section 5-7: **TOWN CLERK** to Article 5 – **ADMINISTRATIVE ORGANIZATION** to read as follows:

SECTION 5-7: TOWN CLERK

- (a) **Term of Office** – There shall be a Town Clerk appointed by the Board of Selectmen for a term of three years. The Town Clerk shall be a person especially fitted by education,

training, or previous experience to perform the duties of the office. The Town Clerk must have a working knowledge of Mass. General Laws, be proficient in the State Voter Registration System and State Vitals Registration System, must know the election laws and how to conduct elections legally, and must have the ability to establish and maintain effective and harmonious working relationships with the Town Officials and Departments, State Agencies, and the public.

- (b) **Power and Duties** – The Town Clerk shall be the keeper of vital statistics for the Town; the custodian of the Town seal; shall administer the oath of office to all persons, elected or appointed to any town office; shall issue such licenses and permits as are required by law to be issues by Town Clerks; supervise and manager the conduct of all election sand all other matters relating to elections, be the Clerk of the Town Meeting, keep its records, and in the absence of the Town Moderator or Deputy Town Moderator, to preside pending the election of a temporary Town Moderator. The Town Clerk shall have such other powers and duties as are given to Town Clerks by General Law, by this Charter, by Town By-Law, or by other vote of the Town Meeting.

And renumbering the remaining sections of Article 3 to reflect the deletion of Section 3-5, or to take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 5. AMEND TOWN CHARTER – ARTICLE 3: ELECTED OFFICIALS

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the State of Massachusetts to amend the Town Charter as follows:

Amending Article 3 – **ELECTED OFFICIALS**, by deleting Section 3-6: **PLANNING BOARD** in its entirety

~~(a) **Composition Term of Office** — There shall be a planning board consisting of five members elected for terms of three years each, so arranged that the term of office of as nearly an equal number of members as is possible shall expire each year.~~

~~(b) **Powers and Duties** — The planning board shall make careful studies of the resources, possibilities and needs of the town and shall make plans for the development of the town. The board shall have the power to make a comprehensive or master plan, setting forth in graphic and textual form policies to govern the future growth and development of the town. The board shall have the power to regulate the subdivision of land within the town by the adoption of rules and regulations. The planning board shall make recommendations to the town meeting on all proposed warrant articles which affect land use and development, including but not limited to proposals to amend the zoning by-law, and zoning map. The planning board shall make an annual report, giving information regarding the condition of the town and any plans or proposals for its development and estimates of their costs. The planning board shall have all of the other powers and duties which are given to planning boards by general law, by this charter, by by-law or by other town meeting vote.~~

and adding a new Section 5-8: **PLANNING BOARD** to Article 5 – **ADMINISTRATIVE ORGANIZATION** to read as follows:

(a) **Composition Term of Office** – There shall be a Planning Board consisting of five members appointed by the Board of Selectmen for terms of three years each, so arranged that the term of office of as nearly an equal number of members as is possible shall expire each year.

(b) **Powers and Duties** – The Planning Board shall make careful studies of the resources, possibilities and needs of Town and shall make plans for the development of the Town. The Board shall have the power to make a comprehensive or master plan, setting forth in graphic and textual form, policies to govern the future growth and development in the Town. The Board shall have the power to regulate the subdivision of land within the Town by the adoption of rules and regulations. The Planning Board shall make recommendations to the Town Meeting on all proposed warrant articles which affect land use and development, including but not limited to, proposals to amend the Zoning By-Law and Zoning Map. The Planning Board shall make an annual report, giving information regarding the condition of the Town and any plans or proposal for its development and estimates of their costs. The Planning Board shall have all of the other powers and duties which are given to Planning Boards by General Law, by this Charter, or By-Law or by other Town Meeting votes.

And renumbering the remaining sections of Article 3 to reflect the deletion of Section 3-6, or to take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 6. AMEND TOWN CHARTER – SECTION 3-2 (D) APPOINTMENT

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the State of Massachusetts to amend the Town Charter as follows:

AMEND SECTION 3-2 (D) APPOINTMENT

By deleting Section 3-2(d) **APPOINTMENT** in its entirety

~~(d) **Appointment** — The board of selectmen shall appoint a town administrator, constables, the members of the board of appeals, the registrars of voters (but not the town clerk) and other election officers, the conservation commission, the industrial development finance authority, other members of multiple members bodies the functions of which do not involve direct operating responsibilities, but, are primarily policy making or advisory in nature, and individuals who are to serve as representatives or delegates of the town to the governing or advisory boards of regional or district authorities.~~

and adding a new Section 3-2(d) **APPOINTMENT** to read as follows:

APPOINTMENT – The Board of Selectmen shall appoint a Town Administrator, Town Clerk (**strike if Article 3 fails**), the members of the Planning Board (**strike if Article 4**

fails), Constables, the members of the Board of Appeals, the Registrars of Voters and other election officers, the Conservation Commission, the Industrial Development Finance Authority, other members of multiple members bodies, the functions of which do not involve direct operating responsibilities, but are primarily policy making or advisory in nature, and individuals who are to serve as representatives or delegates of the town to the governing or advisory boards of regional or district authorities. See Section 8-5 (a) for a complete list of current Selectmen appointees.

Or take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 7. AMEND TOWN CHARTER – SECTION 3-1: ELECTIVE OFFICES

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the State of Massachusetts to amend the Town Charter as follows:

AMEND SECTION 3-1: ELECTIVE OFFICES

By deleting the current Section 3-1(a) **Elective Offices** in its entirety

~~(a) **Elective offices**—The town offices to be filled by ballot of the whole town shall be a board of selectmen, a school committee, a planning board, a board of library trustees, a town moderator, and a town clerk. In addition, members of a housing authority, and such members of regional authorities or districts as may be established by statute, inter-local agreement or otherwise shall also be elected at town elections.~~

and adding a new Section 3-1(a) **Elective Offices** to read as follows:

Elective offices – The Town offices to be filled by ballot of the whole town shall be a Board of Selectmen, a School Committee, a Board of Library Trustees, and a Town Moderator **(include Planning Board if Article 4 fails, and include Town Clerk if Article 3 fails)**. In addition, members of a Housing Authority, and such members of regional authorities or districts as may be established by statute, inter-local agreement or otherwise shall also be elected at Town election.

And by amending Section 3-1 by deleting Section 3-1(f)(1) **Town Officer** in its entirety

~~(f)(1) **Town Officer**—If there is a failure to elect, or if a vacancy occurs in the office of town clerk, the board of selectmen shall, in writing, appoint some suitable person to serve until the next town election.~~

and renumbering the remaining sections of Section 3-1(f) to reflect this deletion.

Or take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 8. AMEND TOWN CHARTER – SECTION 2-3(B) FINANCE COMMITTEE

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the State of Massachusetts to amend the Town Charter as follows:

AMEND SECTION 2-3(b) FINANCE COMMITTEE

By deleting the current Section 2-3(b) **FINANCE COMMITTEE** in its entirety

~~**(b) Finance Committee**—There shall be a finance committee, the members of which shall be appointed by the moderator. The number of members, the term of office and any other conditions of appointment or service as may be deemed necessary or desirable shall be established by by-law. The subject matter of all proposals to be submitted to a town meeting by warrant articles shall be referred to the finance committee by the board of selectmen at the earliest practicable time following their receipt by the board of selectmen. The finance committee shall report its recommendations on every article contained in a town meeting warrant, in writing, together with a brief statement of the reasons for each such recommendation. Before preparing its recommendations, the finance committee shall hold one or more public hearings to permit public discussion of the subject matter of all articles contained in the warrant.~~

and adding a new section 2-3(b) Finance Committee to read as follows:

Finance Committee- There shall be a Finance Committee, the members of which shall be appointed by the Moderator. The number of members, the term of office, and any other conditions established by by-law. The subject matter of all proposals to be submitted to a Town Meeting by warrant articles shall be referred to the Finance Committee by the Board of Selectmen. The Finance Committee shall report its recommendations on every article contained in a town meeting warrant, in writing, together with a brief statement of the reasons for each such recommendation. Before preparing its recommendations, the Finance Committee shall hold one or more public hearings to permit public discussion of the subject matter of all articles contained in the Warrant.

- 1) Amending Section 2 by adding a new Section 2-6 **Town Election** to read as follows:
Town Election – The Annual Election for the election of Town Officers and for the determination of all other matters to be referred to the voters shall be held in May, or on a date fixed by by-law.

and renumbering the remaining sections of Section 2 to reflect the insertion of a new Section 2-6.

Submitted by: Board of Selectmen

ARTICLE 9. AMEND TOWN CHARTER – SECTION 5-6: BOARD OF SEWER COMMISSIONERS

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the State of Massachusetts to amend the Town Charter as follows:

AMEND SECTION 5-6: BOARD OF SEWER COMMISSIONERS

by deleting the current Section 5-6(a) **Composition, Term of Office**, in its entirety

~~(a) **Composition, Term of Office** – Pursuant to Article 4, Section 4-2 (b) and Article 8, Section 8-5 (f) (3) of this Charter, the three members of the Board of Sewer Commissioners shall continue to be appointed by the Town Administrator for terms of three years each, so arranged that the term of office of one member shall expire each year.~~

and adding a new Section 5-6(a) **Composition, Term of Office** to read as follows:

Composition, Term of Office – There shall be a Board of Sewer Commissioners made up of three (3) members appointed by the Town Administrator for terms of three years each, so arranged that the term of office of one member shall expire each year.

Or take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 10. AMEND TOWN CHARTER – SECTIONS 7-5: DEFINITIONS & 7-9: PROCEDURES GOVERNING MULTIPLE MEMBER BODIES

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the State of Massachusetts to amend the Town Charter as follows:

- 1) By amending Section 7-5: **DEFINITIONS** by adding the words “and the Town’s website” to the end of Section 7-5(f) **Local Newspaper**.
- 2) By amending Section 7-9: **Amend Section 7-9: PROCEDURES GOVERNING MULTIPLE MEMBER BODIES – Agendas – by striking the language below**
~~Agendas – At least twenty-four hours before any meeting of a multiple member body is to be held, an agenda containing all items which are scheduled to come before the multiple member body at the meeting shall be posted on the town bulletin board. No action taken on a matter not included in the posted agenda shall be effective unless the multiple member body first adopts by a separate vote a resolution declaring that an emergency exists and that the particular matter must be acted upon at that meeting for the immediate preservation of the peace, health, safety or convenience of the town.~~

And replacing it with:

Agendas of any meeting held by a multiple member body shall be posted in accordance with Massachusetts General Laws. Agendas shall contain all items

which are scheduled to come before the multiple member body at the meeting and shall be posted on the town bulletin board.

Or take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 11. AMEND TOWN CHARTER – ARTICLE 8 – TRANSITIONAL PROVISIONS

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the State of Massachusetts to amend the Town Charter as follows:

By amending Article 8 – **TRANSITIONAL PROVISIONS** by deleting section 8-5: **Time of Taking Effect** in its entirety:

~~This charter shall take effect upon its adoption by the voters of Grafton, except as is hereinafter provided:~~

~~(a) Forthwith following the election at which this charter is adopted each town agency shall designate some person to represent it at all sessions of the town meeting to be held in this calendar year, in accordance with the provisions of section 2-8.~~

~~(b) Forthwith following the election at which this charter is adopted a screening committee shall be established for the purpose of soliciting, receiving and evaluating applications for the position of town administrator.~~

~~The screening committee shall consist of nine persons who shall be chosen as follows: the board of selectmen, the school committee, the planning board and the board of library trustees shall each designate one person, the finance committee shall designate two persons and three persons shall be chosen by the town moderator. Persons chosen by the said agencies may, but need not, be members of the agency by which they are designated: appointments made by the town moderator shall be made last in time in order that in making appointments the moderator may, insofar as it may be feasible so to do, appoint persons who will broaden the membership base of the committee to be most representative of the demographic and occupational base of the town.~~

~~Not more than thirty days following the election at which the charter is adopted the several persons chosen as aforesaid shall meet to organize and to plan a process to advertise the vacancy and to solicit by other means candidates for the office. The committee shall proceed notwithstanding the failure of any town agency to designate its representatives.~~

~~The screening committee shall review all applications received by it, screen all such applicants by checking and verifying work records and other credentials, and provide for interviews to be conducted with such number of candidates as it deems to be necessary, desirable or expedient.~~

~~Not more than one hundred and fifty days following the date on which the committee meets the to organize, the committee shall submit to the board of selectmen the names of not less than three nor more than five persons whom it believes to be best suited to perform the duties of the office of town administrator. The appointment of the first town administrator shall not be considered by the board of selectmen, however, until after the qualification of the two members elected at the special election in September of the year in which the charter is adopted.~~

~~Within thirty days following the date the list of nominees is submitted to it, the board of selectmen shall choose one of the said nominees to serve as town administrator. In the event the board of selectmen shall fail to make an appointment within the said thirty days the screening committee shall, forthwith, appoint the town administrator.~~

~~Upon the appointment of a town administrator the committee established hereunder shall be considered discharged.~~

~~Until such time as some other provision is made, by by-law for another screening committee a committee as above shall be established whenever the office of town administrator shall become vacant. For such purpose, references in this section to the date of the election at which this charter is adopted shall be understood to mean the date a vacancy, or pending vacancy, in the office of town administrator becomes known.~~

~~(c) Until such time as the town meeting may act, by by-law, to establish different qualifications for the office, the town administrator shall, in addition to the qualifications as stated in 4-1, have the following specific qualifications, (a) have at least an earned bachelor's level degree from a recognized, accredited college or university, (b) have served full time as the chief administrative officer of a city or town for not less than five years.~~

~~(d) Until such time as the salary of the town administrator is otherwise established, and to provide a range within which candidates can be recruited, the salary range for the office is hereby determined to be not less than forty-two thousand five hundred nor more than fifty-three thousand dollars per year.~~

~~A special election for the purpose of increasing the number of members of the board of selectmen from three to five shall be held on the third Monday in September in the year in which this charter is adopted. Candidates shall be nominated and the election shall be held for two separate offices: (1) to serve as a member of the board of selectmen for the term of three years, expiring at the town election to be held in the third year following the year in which this charter is adopted and (2) to serve as a member of the board of selectmen for the term of two years, expiring at the town election to be held in the second year following the year in which this charter is adopted.~~

(e) ~~Until such time as the town meeting may act, by by-law, to amend, repeal or revise them, the following provisions shall have the force of town by-laws:~~

- 1) **~~Date of Town Meetings~~** - ~~The spring session of the annual town meeting shall be held on the second Monday in May and the fall session of the town meeting shall be held on the third Monday in October.~~
- 2) **~~Date of Town Elections~~** - ~~The annual town election for the election of town officers and for the determination of all other matters to be referred to the voters shall be held on the first Monday in May.~~
- 3) **~~Town Administrative Organization~~** - ~~Until such time as a different form of organization shall be provided, in accordance with the provisions of article 5 of this charter, the following outline of organization shall be operative:~~

~~The Board of Selectmen shall appoint:~~

~~a town administrator to serve for an indefinite term;
a board of health to consist of three members appointed for terms of three years each;
a conservation commission to consist of nine members appointed for terms of three years each;
a board of registrars of voters in the manner provided by general law;
a board of appeals to consist of five regular members, appointed for terms of three years each, and two associate members, appointed for terms of three years each;
a council on aging, as provided by by-law;
a development and industrial commission, as provided by by-law;
a industrial development financing authority in the manner provided by general law;
a cable television oversight committee;
a cemetery commission;
constables;
a civil defense director and related civil defense personnel;
an arts lottery council;
a Grafton Historical Commission;
the McNamara Memorial Committee
the municipal center renovations committee;~~

~~a board of trustees of soldier's memorials;
a board of trustees of the South Grafton Community House;~~

~~The town administrator shall appoint:~~

~~a director of public works (if any) and all other employees of a department of public works;~~
~~a police chief and other police officers to serve for indefinite terms;~~
~~a board of fire engineers, a fire chief, forest wardens and other firefighters, to serve for indefinite terms;~~
~~a board of assessors to consist of a principal assessor, who shall serve full time and two associate assessors, who shall serve part time; the term of all members shall be for three years;~~
~~a board of sewer commissioners to consist of three members, appointed for terms of three years each;~~
~~a town collector/ treasurer to serve for a term of three years;~~
~~a town accountant to serve for the term of three years;~~
~~an inspector of buildings to serve for an indefinite term;~~
~~a wire inspector to serve for an indefinite term;~~
~~an inspector of gas appliances and gas fittings to serve for an indefinite term;~~
~~a plumbing inspector to serve for an indefinite term;~~
~~an animal control officer to serve for an indefinite term;~~
~~a sealer of weights and measures in accordance with the civil service law and rules;~~
~~a board of trustees of Nelson Park and Memorial;~~
~~a recreation commission;~~
~~a parking clerk;~~
~~a town counsel;~~
~~a town engineer;~~
~~a town forest committee;~~
~~a traffic safety committee;~~
~~a veteran's services director, veteran's agent, veteran's graves officer and burial agent;~~
~~a health agent, animal inspector and other personnel of a department of public health.~~

(g) ~~All town officers and all members of all boards, commissions and committees who have here to before been elected and who will henceforth be appointed under the provisions of this charter, shall serve for the balance of the term for which they were elected, (subject to their retirement or resignation) but their successors shall be appointed.~~

~~The position of executive secretary to the board of selectmen created by vote of the 1982 annual town meeting under article 33 is hereby abolished. Nothing contained in the charter shall be construed as to grant to the incumbent of that office at the time the charter is adopted any right or privilege to be retained in the employment of the town. It is the specific intention of this provision that such person not automatically be continued in office under the designation of town administrator, which office is created by Article 4 of the charter. There shall be a wide-spread search for candidates to be considered for appointment to the office of town administrator. The incumbent executive secretary may be such a candidate.~~

~~(i) The provisions of the charter which relate to the establishment of a combined department of public works shall not become effective until the first day of July in the year following the year in which this charter is adopted; provided, however, that no further elections to any offices to be included under the said department shall be held.~~

~~(j) Forthwith following the election at which this charter is adopted a special committee of seven members shall be appointed by the board of selectmen to revise the by-laws of the town in order to fully implement the provisions of this charter. The said committee shall submit a report and recommendations to the town meeting for adoption by a warrant article at a session of the town meeting held not more than one year following the election at which the charter is adopted. At least two members of the said committee shall have been members of the charter commission.~~

~~(k) The offices of town treasurer and town collector shall be combined into a single office, to be appointed by the town administrator, effective on the first day of July in the year following the year in which this charter is adopted. The terms of office of the persons serving as town treasurer and as town collector shall be terminated upon the appointment of a treasurer-collector. Nothing in this section shall be construed to prevent either of said persons from being a candidate for appointment, or from being appointed to the combined office. If a vacancy shall occur in either office prior to the said July first effective date of the merger it shall be filled, pending such consolidation of the offices, by vote of the board of selectmen if it occurs before the appointment of a town administrator, or, by the town administrator if it occurs after such appointment.~~

~~(l) Notwithstanding any provision of this charter to the contrary, it is not expected that the first person to serve as town administrator shall forthwith upon appointment begin at once to perform all of the duties and exercise all of the powers, duties and responsibilities assigned by this charter to the office. It is recognized that in the best long-range interest of the town of Grafton, that such assumption must be gradual and on a phased-in basis.~~

~~(m) The provisions of section 6-2 and section 6-6 of the charter shall not become effective until the year following the year in which the charter is adopted.~~

~~(n) The following provisions of existing by-laws are hereby amended, repealed or revised, as indicated:~~

ARTICLE 1

~~by deleting section 8A by deleting section 9~~

ARTICLE 2

~~By deleting section 8 and substituting in its place, the following: On substitute motions and proposed amendments involving sums of money, the votes shall be taken in descending order, the largest sum proposed shall be taken up first and voting shall continue until an affirmative vote on a sum is reached. Any lesser amounts proposed not then voted upon shall be deemed to have been defeated.~~

~~By deleting section 10 and substituting in its place, the following: A motion to reconsider any prior vote shall not be accepted. All votes taken shall be deemed to be final.~~

~~By inserting into article 2 a new section 20, as follows:~~

~~In all matters not covered by these by-laws the town moderator shall be guided by the rules of parliamentary procedures as applied to Town Meetings in "Town Meeting time, A Practical Handbook of Parliamentary Law".~~

ARTICLE 3

~~By inserting in article 3 a new section 3A as follows:~~

~~The report of the finance committee shall be printed and copies shall be made available for distribution to every person who shall request a copy thereof at the office of the town clerk, at the public library and at its branches, at the police station and at other places in the town for the convenience of the voters. The reports shall be available at least seven days before the town meeting is to act on any article contained in the warrant for the said town meeting.~~

ARTICLE 22

~~By striking out section 1 of said article and substituting in its place, the following:~~

~~The town administrator shall be the personnel director of the town of Grafton. The term "personnel Board" or "Board" as used in this by-law shall be construed to mean the town administrator. Provided, however, the town administrator may, from time to time, as said town administrator deems to be necessary, desirable or expedient, appoint a personnel advisory committee of such number of members, to serve for such length of term as said town administrator may deem appropriate, to assist in the performance of the duties and functions related to personnel as are assigned by the Grafton Home Rule Charter.~~

~~(e) Notwithstanding any provision of this charter to the contrary, during the first calendar year following the appointment of the first town administrator the votes of four members of the board of selectmen shall be necessary to remove said town administrator from office.~~

and replacing it with a Section 8-5, entitled “**Town Administrative Organization**” to read as follows:

Section 8-5: Town Administrative Organization – Until such time as a different form of organization shall be provided, in accordance with the provisions of article 5 of this charter, the following outline of organization shall be operative; Until such time as the town meeting shall act, by by-law, to amend, repeal, or revise them, the following provisions shall have the force of town by-laws:

(a) The Board of Selectmen shall appoint:

- A Town Administrator to serve for an indefinite term;
- **A Town Clerk for a term of three years; (delete if Article 3 fails)**
- **A Planning Board to consist of five members appointed for terms of three years each; (delete if Article 5 fails)**
- A Board of Health to consist of five members appointed for terms of three years each;
- A Conservation Commission to consist of five members appointed for terms of three years each;
- A Board of Registrars of voters in the manner provided by general law, for terms of three years each;
- A Board of Appeals to consist of five regular members, appointed for terms of three years each, and two associate members, appointed for terms of three years each;
- A Council on Aging, as provided by By-Law, for terms of four years each;
- A Development and Industrial Commission as provided by By-Law;
- A Industrial Development Financing Authority in the manner provided by general law;
- A Cable Television Oversight Committee, for terms of one year each;
- A Cemetery Commission for terms of three years each;
- Constables, for a term of one year each;
- An Emergency Management Director and related Emergency Management Personnel, for an indefinite term;
- An Arts Lottery Council;
- A Grafton Historical Commission, for terms of three years each;
- The McNamara Memorial Committee;
- The Municipal Center Renovations Committee;
- A Board of Trustees of Soldier’s Memorials, for terms of three years each;

(b) The Town Administrator shall appoint:

- A Director of Public Works (if any) and all other employees of a Department of Public Works to serve for indefinite terms;
- A Police Chief and other police officers to serve for indefinite terms;
- A Board of Fire Engineers, Fire Chief, forest wardens and other firefighters, to serve for indefinite terms;

- A Board of Assessors to consist of a Principal Assessor, who shall serve full time and two associate assessors, who shall serve part time; the term of all members shall be for three years;
 - A Board of Sewer Commissioners to consist of three members, appointed for terms of three years each;
 - A Town Collector/Treasurer to serve for a term of three years;
 - A Town Accountant to serve for the term of three years;
 - An Inspector of Buildings to serve for an indefinite term;
 - A Wire Inspector to serve for an indefinite term;
 - An Inspector of Gas Appliances and Gas Fittings to serve for an indefinite term;
 - An Animal Control Officer to serve for an indefinite term;
 - A Sealer of Weights and Measures in accordance with the civil service laws and rules;
 - A Recreation Commission to serve for a term of three years each;
 - A Parking Clerk to serve for a term of one year;
 - A Town Counsel to serve for an indefinite term;
 - A Town Engineer to serve for an indefinite term;
 - A Traffic Safety Committee to serve for a term of one year each;
 - A Town Planner to serve for an indefinite term;
 - A Veteran's Services Director, Veteran's Agent, Veteran's Graves Officer and Burial Agent, all to serve for a term of one year each;
 - A Health Agent, and other personnel of a Department of Public Health, to serve for an indefinite term.
- (c) All town officers and all members of all boards, commissions and committees who have here to before been elected and who will henceforth be appointed under the provisions of this charter, shall serve for the balance of the term for which they were elected, (subject to their retirement or resignation) but their successors shall be appointed.

Or take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 12. AMEND TOWN CHARTER – ARTICLE 4: TOWN ADMINISTRATOR

To see if the Town will vote to allow the Board of Selectmen to petition the General Court of the State of Massachusetts to amend the Town Charter as follows:

AMEND ARTICLE 4 – TOWN ADMINISTRATOR

By deleting the first sentence of Section 4-1: **APPOINTMENT; QUALIFICATION; TERM** in its entirety:

~~The board of selectmen shall appoint a town administrator from a list prepared by a screening committee established by by-law. The board of selectmen shall appoint the town administrator to serve for an indefinite term and shall fix the compensation for such person, annually, within the amount appropriated by the town. The town administrator shall be appointed solely on the basis of demonstrated executive and administrative qualifications. The town administrator shall be a person especially fitted by education, training and previous experience in public administration to~~

perform the duties of the office. A town administrator need not to be a resident of the town or of the commonwealth at the time of appointment, or at any time during the period of such service. The town administrator shall not have served in an elective office in the town government for at least twelve months prior to appointment. The town may from time to time establish, by by-law, such additional qualifications as seem necessary and appropriate.

The town administrator shall devote full time to the office and shall not hold any other public office, elective or appointive, nor engage in any other business or occupation during such service, unless such action is approved in advance and in writing by the board of selectmen.

The board of selectmen shall provide for an annual review of the job performance of the town administrator which shall, at least in summary form be a public record.

Any vacancy in the office of the town administrator shall be filled as soon as possible by the board of selectmen, and meanwhile they shall appoint a qualified town administrative officer or employee to serve as temporary town administrator to perform the duties of the office. Such temporary appointment may not exceed three (3) months but one renewal may be voted by the board of selectmen not to exceed a second three (3) months. Compensation for such person shall be set by the board of selectmen.

and adding a new first sentence to Section 4-1: **APPOINTMENT; QUALIFICATION; TERM** to read as follows:

The Board of Selectmen shall appoint a Town Administrator from a list prepared by a Screening Committee outlined in Section 4-6.

Amending Article 4 – **TOWN ADMINISTRATOR**, by adding a Section 4-6: **SCREENING COMMITTEE** to read as follows:

The Screening Committee shall consist of nine persons who shall be chosen as follows: The Board of Selectmen, The School Committee, the Planning Board, and the Board of Library Trustees shall each designate one person, the Finance Committee shall designate two persons and three persons shall be chosen by the Town Moderator.

Persons chosen by the said agencies may, but need not, be members of the agency by which they are designated: appointments made by the Town Moderator shall be made after each agency has designated an appointee. The Moderator shall consider appointing persons who will broaden the membership based of the committee to be most representative of the demographic and occupational base of the town.

The Screening Committee shall review all applications received by it, screen all such applicants by checking and verifying work records and other credentials, and provide for interviews to be conducted with such number of candidates as it deems to be necessary, desirable or expedient. Not more than one hundred and fifty days following the date on which the Committee meets to organize, the Committee shall submit to the Board of Selectmen the names of not less than three nor more than five persons whom it believes to be best suited to perform the duties of the Office of Town Administrator.

Within forty-five days following the date of the list of nominees is submitted to it, the Board of Selectmen shall choose one of the said nominees to serve as Town Administrator. In the event the Board of Selectmen shall fail to take action on the list within the said forty-five days, the Screening Committee shall, forthwith, appoint the Town Administrator. Upon the appointment of a Town Administrator, the Committee established hereunder shall be considered discharged.

The Town Administrator shall, in addition to the qualifications as stated in 4-1, have the following specific qualifications; a Master's Degree in Public Administrator, or related field from an accredited college or university (preferred) and any combination of education and experience with 2-5 years demonstrated progressive responsibilities in Municipal Government.

Or take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 13. ADJUST FY18 OPERATING BUDGET

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money for the purpose of adjusting certain line items within the operating budget for FY18, or to take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 14. PRIOR FISCAL YEAR BILLS

To see if the Town will vote to transfer from available funds a sum of money to pay bills incurred in a prior fiscal year, or to take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 15. FIRE DEPARTMENT RETIREMENT

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to the Fire Department Retirement Account, or to take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 16. SICK AND VACATION BUYBACK

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund the accumulated sick and vacation leave buyback for retiring employees pursuant to the Town By-Laws and/or collective bargaining agreements, or to take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 17. FUNDING FOR FOLLETTE STREET WELL PROJECT

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to the Follette Street Well Project Account for the purpose of funding the Follette Street Well Project, pursuant to Article 10 of the May 11, 2009 Special Town Meeting, or take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 18. PURCHASE OF SNOW PLOW OPERATIONS EQUIPMENT

To see if the Town will vote to raise and appropriate and/or transfer a sum of money for the purchase of snow plow operations related materials to fit two new DPW operations vehicles, or take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 19. CPC AFFORDABLE HOUSING RESERVE

To see if the Town will vote to reserve a sum of money from FY2018 Community Preservation Fund revenues for Affordable Housing, or take any other action relative thereto.

Submitted by: Community Preservation
Committee

ARTICLE 20. CPC OPEN SPACE RESERVE

To see if the Town will vote to reserve a sum of money from FY2018 Community Preservation Fund revenues for Open Space, or take any other action relative thereto.

Submitted by: Community Preservation Committee

ARTICLE 21. CPC HISTORIC PRESERVATION RESERVE

To see if the Town will vote to reserve a sum of money from FY2018 Community Preservation Fund revenues for Historic Preservation, or take any other action relative thereto.

Submitted by: Community Preservation Committee

ARTICLE 22. FUND FOR CPA PURPOSES

To see if the Town will vote to reserve a sum of money from the FY2018 Community Preservation Fund revenues for FY18 Community Preservation Fund purposes, or take any other action relative thereto.

Submitted by: Community Preservation Committee

ARTICLE 23. CPC – AFFORDABLE HOUSING TRUST TRANSFER

To see if the Town will vote to transfer the sum of \$48,642 from the CPA Affordable Housing Reserve account to the Grafton Affordable Housing Trust, with such funds to be used in accordance with the CPA guidelines for community housing, or take any other action relative thereto.

Submitted by: Community Preservation Committee

ARTICLE 24. CPC – STONE ARCH BRIDGE PROJECT

To see if the Town will vote to appropriate the sum of \$120,000 from the CPC Undesignated Fund to complete the Stone Arch Bridge Project, or take any other action relative thereto.

Submitted by: Community Preservation Committee

ARTICLE 25. ROAD IMPROVEMENT STABILIZATION FUND

To see if the Town will vote to transfer \$1,500,000 from the Road Improvement Stabilization fund to the Road Improvement Capital Expenditures fund for road improvement projects consistent with Chapter 90 rules and regulations as recommended by the DPW Advisory committee and approved by the Board of Selectmen, or take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 26. SALE OF SURPLUS EQUIPMENT

To see if the Town will vote to authorize the Board of Selectmen, pursuant to Article 4, Section 9 of the Town By-Laws, to sell under such terms and conditions as it deems appropriate, surplus equipment and vehicles no longer needed by the Department of Public Works, Police Department, Fire Department, Sewer Department, Recreation Commission, Council on Aging and School Department, or to take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 27. INCREASE LIMIT FOR SALE OF SURPLUS EQUIPMENT

To see if the Town will vote to change Article 4, Section 9 of the Town of Grafton By-Laws to increase the sale threshold for approval to sell surplus equipment at Town Meeting from \$5,000 to \$25,000, or to take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 28. FUND PART-TIME ECONOMIC DEVELOPMENT COORDINATOR

To see if the Town will vote to raise and appropriate and/or transfer a sum of money for the purposes of funding a part-time Economic Development Coordinator position for 2 years, or take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 29. APPROPRIATION TO STABILIZATION FUND

TO see if the Town will vote to appropriate a sum of money from available sources to fund the Stabilization Trust Fund, or to take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 30. APPROPRIATION TO OPEB TRUST FUND

To see if the Town will vote to appropriate a sum of money from available sources to fund the OPEB Trust fund, or to take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 31. LONG RANGE IT ACCOUNT

To see if the Town will vote to raise and appropriate and/or transfer a sum of money for the purposes of funding a Long Range Information Technology Maintenance Account, pursuant to Article 17 of the May 12, 2014 Annual Town Meeting, or take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 32. BROOKWMEADOW VILLAGE ROADWAY ACCEPTANCE

To see if the Town will vote to accept the roadways and associated utilities and easements known at "Brookmeadow Village", or to take any other action relative thereto.

Submitted by: Board of Selectmen

ARTICLE 33. FUND AUDIENCE RESPONSE SYSTEMS VOTING DEVICES

To see if the Town will vote to raise and appropriate and/or transfer a sum of money to purchase an Audience Response System voting device for use at Town Meeting, or take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 34. NORTH GRAFTON TRANSIT VILLAGE OVERLAY DISTRICT

To see if the Town will vote to establish a North Grafton Transit Village Overlay District (NGTVOD) and to encourage smart growth in accordance with the purposes of G.L. Chapter 40R, or to take any other action relative thereto.

Submitted by: Planning Board

ARTICLE 35. SOLAR TAX AGREEMENT

To see if the Town will vote in accordance with M.G.L Chapter 59, Section 38H, to authorize the Board of Selectmen to enter into a Tax Agreement with the lessees/operators of the solar photovoltaic energy generating facilities or its assign for a period of up to twenty-five (25) years, and to approve said agreement under which the lessees/operators or its assign will pay the Town a sum of money per year relative to 207 Providence Road, Assessor's Map 99, Lot 10, related to the proposed construction and operation of a Large-Scale Ground Mounted Solar Photovoltaic Installation with an expected nameplate capacity of approximately 1,319 megawatts, said Tax Agreement is on file in the Town Clerk's Office, and further to allow the Board of Selectmen to negotiate any amendments necessary to said Tax Agreement to reflect any changes in the size of the parcel of land or size of the system so long as the payments reflected in the Tax Agreement rise or lower commensurately; or take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 36. DESIGN AND ENGINEERING FOR ROUTE 30

To see if the Town will vote to appropriate a sum of money from available sources for the engineering and design of a water and sewer line along Route 30, or take any other action relative thereto.

Submitted by: Town Administrator

ARTICLE 37. REMEDIATION OF CONTAMINATED WELL – 159 MILLBURY ST.

To see if the Town will vote to appropriate a sum of money from available sources to remediate the contaminated well located at 159 Millbury Street by connecting this property town water and decommissioning the well at this location, or take any other action relative thereto.

Submitted by: Board of Selectmen

And you are directed to serve this Warrant by posting up an attested copy thereof in some conspicuous place in each of the precincts of the Town at least fourteen days before said meeting.

Hereof fail not and make due return of this Warrant, with your doings thereon to the town Clerk, at the time and place of meeting as aforesaid.

Given under our hands the _____ day of September in the year of our Lord Two Thousand Seventeen.

BOARD OF SELECTMEN

Bruce Spinney III, Chairman

Sargon Hanna, Vice Chairman

Jennifer Thomas, Clerk

Brook Padgett

Craig Dauphinais

A TRUE COPY,
ATTEST:

September _____ 2017

I have complied with the requirements of the above Warrant and with the Town of Grafton By-laws by posting an attested copy of the Warrant in some conspicuous place in each of the precincts of the Town on the above date.

Constable of Grafton